

AGENDA
REGULAR MEETING OF COUNCIL
October 19, 2017
6:30 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES:
 - 3.A CHECK RECEIVED IN THE AMOUNT OF \$500.00 FROM HARRISON HOUSE PERSONAL CARE HOME, WHICH IS PAYMENT IN LIEU OF TAXES FOR THE CITY OF SCRANTON.

[PILOT Harrison House Personal Care Home 10-11-17.pdf](#)
 - 3.B TAX ASSESSOR'S RESULTS REPORT FOR HEARING DATE HELD OCTOBER 4, 2017.

[Tax Assessor's Results Report for 10-4-17.pdf](#)
 - 3.C CONTROLLER'S REPORT FOR MONTH ENDING SEPTEMBER 30, 2017.
[Controller's Report 9-30-17.pdf](#)
 - 3.D MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD AUGUST 16, 2017.

[Firefighters Pension Commission Meeting 8-16-17.pdf](#)
 - 3.E MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD SEPTEMBER 20, 2017.

[Non-Uniform Municipal Pension Board Minutes 9-20-17.pdf](#)

- 3.F MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD SEPTEMBER 20, 2017.

[Scranton Police Pension Commission Meeting 9-20-17.pdf](#)

- 3.G MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD SEPTEMBER 20, 2017.

[Composite Pension Board Minutes 9-20-17.pdf](#)

- 3.H AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD OCTOBER 18, 2017.

[Agenda for Non-Uniform Municipal Pension Board 10-18-17.pdf](#)

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES:

- 5.A MOTIONS

- 5.B NO BUSINESS AT THIS TIME.

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A NO BUSINESS AT THIS TIME.

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 200, 2017 - APPOINTMENT OF REV. REBECCA A.

BARNES, 801 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE OCTOBER 3, 2017. REV. REBECCA A. BARNES WILL BE REPLACING ROBERT JOHNS WHO RESIGNED ON SEPTEMBER 7, 2017. REV. BARNES WILL FILL THE UNEXPIRED TERM OF ROBERT JOHNS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.

[Resolution-2017 Appt. Rev. Rebecca Barnes to Human Relations Commission.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 201, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO.150.41 IN AN AMOUNT NOT TO EXCEED \$25,000.00 TO THE BHUTANESE CULTURAL FOUNDATION OF SCRANTON ASSOCIATION (BCFSA) TO ASSIST AN ELIGIBLE PROJECT.

[Resolution-2017 Loan to Grant Agreement to Bhutanese Cultural Foundation of Scranton Assoc..pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 202, 2017 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON ("CITY"), NDC, ABM AND TEAMSTERS LOCAL 229 ("THE UNION") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH AN EFFECTIVE DATE OF JANUARY 1, 2017, AND RATIFIED BY THE MEMBERSHIP.

[Resolution-2017 Collective Bargaining Agreement with Teamsters Local 229.pdf](#)

8. ADJOURNMENT



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

MEMORANDUM

DATE: October 11, 2017
TO: Wayne Beck, City Treasurer
FROM: Nancy Krake, Staff Accountant
RE: Check for Deposit

RECEIVED
OCT 11 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Enclosed kindly find the following check received from Harrison House Personal Care Home, which is payment in lieu of taxes for the City of Scranton:

Harrison House Personal Care Home	Ck. # 024954	\$500.00
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This check is to be deposited into Account #01.359.35900

cc: Mayor Bill Courtright
Roseann Novembrino, City Controller
Scranton City Council ✓
File

TAX ASSESSOR'S REPORT

Hearing Date: 10/04/17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	OPIELA ALEXANDER III	SPRINGBROOK	2080001001102		3950	3500
12:20 PM	ASCHENBRENNER GEORGE JR & A	LAPLUME	0480301001000		44000	32000
12:20 PM	ASCHENBRENNER GEORGE & ALIC	LA PLUME	0480301000700		35000	17700
12:30 PM	HESS DEIRDRE & THOMAS	COVINGTON TWP	22702080081		4750	3500
12:35 PM	LEWIS JONATHAN	SCOTT TWP	0510201000115		18500	18500
12:45 PM	PARISI JAMES H JR & PATRICIA	COVINGTON	22003060037		10150	8750
12:50 PM	HUNT CARL & MEGAN	COVINGTON TWP	1980302000103	BRIGID CAREY	41900	26000
1:00 PM	NOTO ANTHONY J	CLIFTON	23303070015		34500	25100
1:05 PM	ABATE ROSALIE	COVINGTON	22701020534		5650	5650
1:15 PM	KAYE JACQUELINE W	CLIFTON	23302100047	TIMOTHY FISHER	34000	28500
1:35 PM	DEPRIMO SANDRA	RANSOM	16302010010		26585	22585
1:45 PM	FENICK MICHAEL JOHN & PAMELA L	NEWTON TWP	11004010009		29000	22000
1:50 PM	AGUGLIARO JOSEPH A & BONNIE E	SOUTH ABINGTON TWP	0810304000905		62300	36300
2:00 PM	SCANLON SANDRA J & THOMAS	RANSOM	1520405000605		35000	35000
2:05 PM	RAYKIN YAKOV	COVINGTON	22701020440		5500	5000
2:15 PM	REDMOND SANDRA & SAVAKINAS R	CLIFTON TWP	23102010008		11700	9700
2:20 PM	SHOTTO WARREN M & PAMELA L	DUNMORE	14705020047		12500	10500
2:20 PM	KASULAITIS DANIEL	THORNHURST	2460401000402		30000	30000
2:30 PM	MOLINARO DIANE	SCOTT	09204030017		3200	2500
2:35 PM	VANKAMPEN EDWARD & LARAINÉ	CLIFTON	23401020028		22000	22000
2:45 PM	EVANGELISTA JOHN & BURNS TARY	DUNMORE	15801020011		28000	28000
3:00 PM	LOWE PAUL & PATRICIA	SOUTH ABINGTON	11102010009		22000	19500
3:05 PM	DAVIS PROP SUBDIV RD ASSOC IN	SPRINGBROOK	2110202000170		2500	2500
3:15 PM	YOUTZ KEITH & SUSAN J	BENTON	0300305000308		11400	9000
3:20 PM	GILHOOLEY JAMES W & MARGARETT	DUNMORE	14705010005		21000	19000
3:30 PM	WENTLAND JACOB J III	DUNMORE	14610050059		18000	16000

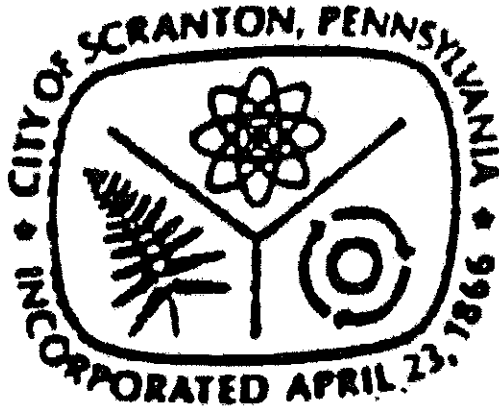
TOTAL RECORDS 26

RECEIVED

OCT 13 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

CITY OF SCRANTON PENNSYLVANIA



OFFICE OF THE CITY CONTROLLER AND BUREAU OF INVESTIGATIONS

ROSEANN NOVEMBRINO
CITY CONTROLLER

RECEIVED

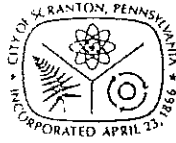
OCT 16 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

CONTROLLER'S REPORT
FOR THE MONTH ENDING
SEPTEMBER 30, 2017

City of Scranton
Pennsylvania

Roseann Novembrino
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



Office of the City Controller
and Bureau of Investigations

October 16, 2017

The Honorable Mayor William L. Courtright
And
The Honorable City Council
Municipal Building
Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of September, 2017.

The first section of this report includes a summary of the General Fund Activities for the month as well as a year to date revenue summary. The second section contains a detailed listing of the purchases in all departments for the period. Both sections are the end result of the review, authoritative approval, and audit procedures applicable to each section. This reflects the Controller's integral part of the internal control environment and the application of those independent audit techniques designed to provide improvement within the system and/or identify irregularities.

Rather than traditional audit reports which outline the results of an examination performed on a particular schedule within the calendar cycle, this department applies audit reviews on a daily, bi-weekly and monthly basis. Audit procedures were applied to the following financial applications which are an integral part of or have a direct impact on this report; all cash receipts flowing through the Treasurer's Office, all bank account reconciliations, Capital Budget reviews, Operating budget review/monthly reconciliation, payroll review and reconciliation, and voucher/requisition order review/authorization. Any item considered reportable would have been detailed later in this report (page 2).

This report is presented for your review. All figures are accurate as of this date but are subject to change due to subsequent postings by the Business Administration Department. Any such posting will be accounted for within the next monthly report from this department.

Sincerely,

Roseann Novembrino
Roseann Novembrino
City Controller

**CITY OF SCRANTON
GENERAL FUND EXPENDITURES
MONTH OF SEPTEMBER 2017**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 8,545.00
11	Public Safety	-
20	City Council	21,470.47
30	Controller	18,414.97
40	Business Administration	341,552.87
41	Bureau of Human Resources	56,163.51
42	Bureau of Information Technology	11,616.50
43	Treasurer	12,299.92
51	Inspections and Licenses	57,232.35
60	Law	21,478.19
71	Police	1,608,248.04
75	Traffic Maintenance	-
78	Fire	1,742,947.24
80	Public Works	321,879.88
81	Engineering	13,475.17
82	Buildings	66,153.79
83	Highways	143,572.76
84	Refuse	280,391.89
85	Garages	94,709.35
90	Single Tax Office	188,135.96
100	Parks and Recreations	54,042.85
341	Fiscal Activities	-
501	O.C.E.D.	-
TOTAL DEPARTMENTAL:		\$ 5,062,330.71
NON DEPARTMENTAL		
1000	Boards and Commissions	\$ 4,634.25
1100	Utilities	-
1300	Contingency	-
1500	Special Items	25,851.02
1600	Unpaid Bills	-
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 30,485.27
GRAND TOTAL:		\$ 5,092,815.98

**CITY OF SCRANTON
GENERAL FUND REVENUE REPORT
FOR THE MONTH OF SEPTEMBER 2017**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	1,598,832.35
302	Landfill and Refuse Fees	368,783.12
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	1,416,278.78
319	Penalties and Interest (Delinquent Taxes)	34,411.92
320	Licenses and Permits	124,558.34
330	Fines and Forfeitures	-
331	Police Fines and Violations	29,920.92
341	Interest Earnings	-
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	3,552,815.89
359	Local Governments (Payments in Lieu)	6,000.00
360	Departmental Earnings	26,361.00
367	Recreational Departments	3,468.50
380	Cable TV and Miscellaneous Revenue	(113,503.58)
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 7,048,427.24
*Non Add		
MONTH TO DATE:		
Revenues To September 2017		\$ 86,900,775.92
Expenditures To September 2017		106,051,942.04
NET:		\$ (19,151,166.12)

CITY OF SCRANTON
SEPTEMBER 30, 2017
GENERAL FUND REVENUE REPORT
YEAR TO DATE

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	34,273,286.91	30,502,308.15	3,770,978.76
302	Landfill and Refuse Fees	7,662,500.00	5,881,835.72	1,780,664.28
304	Utility Tax	68,000.00	-	68,000.00
305	Non-Resident Tax	460,000.00	-	460,000.00
310	Local Taxes (Act 511)	37,329,174.91	27,274,037.63	10,055,137.28
319	Penalties and Interest (Delinquent Taxes)	132,100.00	228,356.22	(96,256.22)
320	Licenses and Permits	2,356,700.00	1,632,492.95	724,207.05
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	478,250.00	305,113.79	173,136.21
341	Interest Earnings	10,000.00	77,944.22	(67,944.22)
342	Rents and Concessions	5,000.00	4,000.00	1,000.00
350	Inter-Government-Revenue Reimbursements	4,298,246.00	3,983,858.88	314,387.12
359	Local Government (Payments in Lieu)	219,864.75	70,059.13	149,805.62
360	Departmental Earnings	579,692.00	163,400.05	416,291.95
367	Recreational Departments	52,500.00	38,181.25	14,318.75
380	Cable TV and Miscellaneous Revenues	1,396,500.00	3,989,187.93	(2,592,687.93)
392	Interfund Transfers	5,942,007.72	-	5,942,007.72
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 108,013,922.29	\$ 86,900,775.92	\$ 21,113,146.37

PURCHASE ORDER REPORT
MONTH ENDING SEPTEMBER 30, 2017

ACCOUNT BALANCES AS OF SEPTEMBER 30, 2017

DEPARTMENT / ACCOUNT	2017 BUDGET	BEGINNING BAL	ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR				
0101000000 4270 DUES & SUBSCRIPTIONS	22,500.00	0.00		0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	150.00		150.00
0101000000 4420 TRAVEL & LODGING	500.00	173.30		173.30
DEPARTMENT OF PUBLIC SAFETY				
POLICE BUREAU				
0101100071 4201 PROFESSIONAL SERVICES	15,000.00	0.00		0.00
0101100071 4210 SERVICES & MAINTENANCE FEE	64,500.00	2,885.10	(4,148.52) 4,148.52 925.00 309.50 103.80	1,546.80
0101100071 4270 DUES & SUBSCRIPTIONS	3,100.00	47.00	(263.00) 263.00 8.70 20.90	17.40
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,500.00	211.22	215.00	(3.78)
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,500.00	39.30		39.30
0101100071 4380 GUNS / AMMUNITION	22,500.00	10,885.20		10,885.20
0101100071 4390 MATERIALS / SUPPLIES (MISC)	20,000.00	4,772.81	(398.60) 111.00 287.80 1,379.50	3,393.31
0101100071 4420 TRAVEL & LODGING	3,500.00	8.14		8.14

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017	
		BEGINNING BAL	ENDING BAL
0101100071 4470 TRAINING & CERTIFICATION	45,000.00	(0.00)	(0.00)
0101100071 4550 CAPITAL EXPENDITURES	190,000.00	32.86	32.86
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,750.00	2,423.73	(980.00)
ENCUMBERED: PREVIOUS PERIOD			980.00
ENCUMBERED: CURRENT PERIOD			200.00
LEXISNEXIS RISK DATA MANAGEMENT			2,223.73
0101100071 6003 SPCA - ANIMAL CONTROL	86,975.00	407.12	278.09
NORTHEAST VETERINARY REFERRAL			103.19
VETERINARY REFERRAL & EMERGENCY CENTER			25.84
FIRE BUREAU:			
0101100078 4201 PROFESSIONAL SERVICES	25,000.00	9,735.70	2,000.00
BUDGET TRANSFER TO: 0101100078 4420			200.00
LUCAS, ALLEN			7,535.70
0101100078 4210 SERVICE & MAINTENANCE FEE	45,000.00	11,479.47	11,479.47
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	500.00	500.00
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	5,000.00	1,912.57	1,912.57
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	1,388.41	1,388.41
0101100078 4420 TRAVEL & LODGING	1,000.00	42.37	(2,000.00)
BUDGET TRANSFER FROM: 0101100078 4201			25.15
JOYCE, JOHN J., JR.			2,017.22
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	6,000.00	6,000.00
0101100078 4470 TRAINING & CERTIFICATION	85,000.00	44,329.20	3,607.20
JUDGE LUMBER COMPANY			705.65
RIVERS, JOHN W.			705.65
TAYLOR, ALBERT			705.65
MEGOTZ, CARL			705.65
FALLON, MARTIN			705.65
ZOLTEWICZ, ROBERT			705.65
			37,193.75

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100078 4550 CAPITAL EXPENDITURES KS STATEBANK	1,630,000.00	1,387,918.75	330,142.00	1,057,776.75
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	4,000.00	673.50		673.50
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00		1,000.00
0101100078 4580 GENERAL EQUIPMENT ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD S & S TOOLS & SUPPLIES WITMER ASSOCIATES, INC. GLEN SUMMIT SPRINGS WATER MAGDON MUSIC JALVO, INC. THE HOME DEPOT	70,000.00	26,073.43	(26,698.60) 26,698.60 137.95 2,117.00 17.65 93.96 579.00 580.32	22,547.55

OFFICE OF THE CITY CLERK / CITY COUNCIL

0102000000 4201 PROFESSIONAL SERVICES BUDGET TRANSFER TO: 0102000000 4250 EDM AMERICAS INC. NARDOZZI, CATHENE	41,000.00	4,300.61	775.33 372.48 603.00	2,549.80
0102000000 4210 SERVICES & MAINTENANCE FEE	9,700.00	0.00		0.00
0102000000 4230 PRINTING & BINDING	5,000.00	0.00		0.00
0102000000 4250 ADVERTISING BUDGET TRANSFER FROM: 0102000000 4201 SCRANTON TIMES	21,500.00	3,471.65	(775.33) 2,892.03	1,354.95
0102000000 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD OFFICE DEPOT GLEN SUMMIT SPRINGS WATER	500.00	146.95	(20.88) 20.88 22.00	124.95

CITY CONTROLLER

0103000000 4201 PROFESSIONAL SERVICES	40,000.00	39,000.00		39,000.00
0103000000 4240 POSTAGE & FREIGHT	100.00	24.00		24.00

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017	
		BEGINNING BAL	ENDING BAL
0103000000 4270 DUES & SUBSCRIPTIONS	200.00	18.00	18.00
0103000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	200.00	105.85	50.25
			55.60
BUSINESS ADMINISTRATION DEPARTMENT			
ADMINISTRATION			
0104000040 4201 PROFESSIONAL SERVICES ABINGTON VETERINARY CENTER, INC. TURNKEY TAXES VETERINARY REFERRAL & EMERGENCY CENTER DALEVILLE ACE HARDWARE JOYCE HATALA ASSOCIATES	165,000.00	36,358.97	309.50 3,714.05 206.99 (53.06) 550.00 31,641.49
0104000040 4210 SERVICES & MAINTENANCE FEE GREAT AMERICA FINANCIAL SERVICES	1,500.00	295.59	122.49
0104000040 4230 PRINTING & BINDING	1,250.00	399.10	399.10
0104000040 4240 POSTAGE & FREIGHT	20,363.00	6,978.05	6,978.05
0104000040 4250 ADVERTISING SCRANTON TIMES	17,250.00	5,484.61	2,310.90
			3,173.71
0104000040 4270 DUES & SUBSCRIPTIONS	1,000.00	110.00	110.00
0104000040 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD OFFICE DEPOT STAPLES BUSINESS ADVANTAGE	9,867.00	551.95	(1,273.74) 1,119.19 170.25 270.78 275.47
0104000040 4390 MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER TIERNEY'S OFFICE PRODUCTS	600.00	534.75	13.70 90.00 431.05
0104000040 4420 TRAVEL & LODGING	1,500.00	64.18	64.18
0104000040 4470 TRAINING & CERTIFICATION BULZONI, DAVE	1,000.00	1,000.00	923.89
			76.11

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017	
		BEGINNING BAL	ENDING BAL.
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP BUDGET TRANSFER TO: 0104000040 4190	3,323,826.00	190,576.00	
		972.74	189,603.26

0104000040 6024 BANK FEES AND CHARGES	4,000.00	(122,795.94)	
PNC MERCHANT FEE		15.00	
FED WHLD ADJ. ST. LIGHTING		(85.77)	
FNCB STATEMENT FEE		8.00	
			(122,733.17)

HUMAN RESOURCES:

0104000041 4201 PROFESSIONAL SERVICES	175,000.00	84,239.79	
CONCORDE, INC.		372.02	
MILLENNIUM ADMINISTRATORS		3,321.88	
NORTHEASTERN REHABILITATION ASSOCIATES		83.00	
B & B PRINTING		2,332.00	
FRATERNAL ORDER OF POLICE		2,332.00	
WE PAY PROCESSING CHARGES		4,549.50	
P & A GROUP ADMIN SERVICE		359.48	
			70,889.91

0104000041 4290 STATIONARY / OFFICE SUPPLIES	500.00	500.00	
			500.00

0104000041 4390 MATERIALS / SUPPLIES (MISC)	500.00	277.75	
GLEN SUMMIT SPRINGS WATER		16.75	
			261.00

0104000041 4420 TRAVEL & LODGING	500.00	500.00	
			500.00

0104000041 4470 TRAINING & CERTIFICATION	5,000.00	4,139.58	
			4,139.58

0104000041 4630 LIABILITY / CASUALTY INSURANCE	1,050,000.00	319,557.07	
KNOWLES ASSOCIATES L.L.C.		17,171.00	
ABRAHAMSEN CONABOY & ABRAHAMSEN, PC		1,085.50	
NDC		11,677.56	
			289,623.01

INFORMATION TECHNOLOGY:

0104000042 4201 PROFESSIONAL SERVICES	63,250.00	541.79	
			541.79

0104000042 4210 SERVICES & MAINTENANCE FEE	77,500.00	48,237.50	
ENCUMBERED: CURRENT PERIOD		4,675.00	
TOPP BUSINESS SOLUTIONS		515.00	
			43,047.50

0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00	
CDW GOVERNMENT, INC.		325.00	
			675.00

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017	
		BEGINNING BAL	ENDING BAL
0104000042 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: CURRENT PERIOD CDW GOVERNMENT, INC.	65,000.00	4,704.82	2,975.00 1,615.00 114.82
0104000042 4440 TELEPHONE	145,000.00	54,787.91	54,787.91
0104000042 4470 TRAINING & CERTIFICATION BUDGET TRANSFER FROM: 0104000042 4550	1,000.00	1,000.00	(1,000.00) 2,000.00
0104000042 4550 CAPITAL EXPENDITURES BUDGET TRANSFER TO: 0104000042 4470 ENCUMBERED: CURRENT PERIOD	225,000.00	206,660.00	1,000.00 68,395.00 137,265.00
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	50,000.00	5,000.00	5,000.00
TREASURY:			
0104000043 4201 PROFESSIONAL SERVICES	11,250.00	11,250.00	11,250.00
0104000043 4390 MATERIALS / SUPPLIES (MISC) BUDGET TRANSFER FROM: 0104000043 6001 DUNBAR'S EVERGREEN LANDSCAPING	1,000.00	665.35	(7,000.00) 4,082.84 3,582.51
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.00	1,000.00
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE BUDGET TRANSFER TO: 0104000043 4390	7,257.00	7,257.00	7,000.00 257.00
BUREAU OF LICENSES, INSPECTIONS & PERMITS			
LICENSE, INSPECTIONS & PERMITS:			
0105100051 4201 PROFESSIONAL SERVICES	25,000.00	344.00	344.00
0105100051 4290 STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	1,000.00	809.33	(68.10) 68.10 809.33
0105100051 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD STAPLES BUSINESS ADVANTAGE	500.00	221.24	(57.48) 57.48 221.24

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017	
		BEGINNING BAL.	ENDING BAL.
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	950.00	950.00
0105100051 4550 CAPITAL EXPENDITURES	25,000.00	25,000.00	25,000.00
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00	500.00
0105100051 4590 BUILDING DEMOLITION R. L. E. ENTERPRISES	35,000.00	29,060.00	9,100.00
0105100051 4590 BUILDING DEMOLITION R. L. E. ENTERPRISES			19,960.00
BUREAU OF BUILDINGS:			
0105100082 4201 PROFESSIONAL SERVICES	40,000.00	4,220.00	4,220.00
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE OVERHEAD DOOR CO. J. C. EHRlich CO. AMERICAN JANITOR S & S TOOLS & SUPPLIES VECTOR SECURITY	175,000.00	74,463.69	215.00 178.00 1,774.04 6.05 17.04
0105100082 4445 SEWER CHARGES	50,000.00	0.00	0.00
0105100082 4447 UGI - GAS DIRECT ENERGY BUSINESS UGI PENN NATURAL GAS	155,000.00	88,783.38	507.46 964.56
0105100082 4448 PAWC - WATER BUDGET TRANSFER FROM: 0105100082 4450 PENNSYLVANIA AMERICAN WATER CO.	385,000.00	23,155.11	(400.00) 23,554.94
0105100082 4450 ELECTRICAL BUDGET TRANSFER TO: 0105100082 4448 PPL ELECTRIC UTILITIES	275,000.00	91,556.90	400.00 30,701.11
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00	1,000.00
LAW DEPARTMENT:			
0106000000 4201 PROFESSIONAL SERVICES TODD A. JOHNS, ESQUIRE NOGI APPLETON WEINBERGER & WREN, PC CIPRIANI & WERNER, P.C. ABRAHAMSEN CONABOY & ABRAHAMSEN, PC SAUL EWING, LLP	225,000.00	104,409.53	698.25 1,530.30 218.50 4,503.00 211.80
			97,247.68

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL
0106000000 4270 DUES & SUBSCRIPTIONS	3,950.00	3,579.00		3,579.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	413.92		413.92
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		500.00
0106000000 4420 TRAVEL & LODGING	500.00	366.25		366.25
0106000000 4470 TRAINING & CERTIFICATION	500.00	122.25		122.25
0106000000 4550 CAPITAL EXPENDITURES	3,250.00	3,250.00		3,250.00
DEPARTMENT OF PUBLIC WORKS				
ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES	7,500.00	7,403.20		7,403.20
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC. HR DIRECT	547.55	1,283.31	191.18 104.13	988.00
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	6,180.00	1,500.00	4,680.00
0108000080 4576 MAINTENANCE SUPER FUND SIGHT	16,500.00	9,924.87		9,924.87
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE DUNBAR'S EVERGREEN LANDSCAPING S & S TOOLS & SUPPLIES	29,500.00	18,082.54	2,416.67 50.22	15,615.65
ENGINEERING BUREAU:				
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	69,500.00	27,875.00	5,875.00	22,000.00
0108000081 4210 SERVICES & MAINTENANCE FEE	200.00	20.02		20.02
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		100.00

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000081 4390 MATERIALS / SUPPLIES (MISC)	100.00	8.19		8.19
0108000081 4470 TRAINING & CERTIFICATION PSCE PROGRAM/ACC	1,000.00	1,000.00	100.00	900.00
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT BUDGET TRANSFER TO: 0108000083 4390 URBAN ELECTRICAL POWELL'S RENTAL	57,500.00	45,378.75	15,000.00 3,843.00 1,300.00	25,235.75
0108000083 4340 CONSTRUCTION - PAVING MATERIAL ENCUMBERED: PREVIOUS PERIOD DUNMORE MATERIALS KEYSTONE QUARRY, INC.	86,000.00	12,406.96	(16,168.75) 26,118.75 380.32	2,076.64
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: CURRENT PERIOD BRADCO SUPPLY CO. BASSLER EQUIPMENT CO.	12,500.00	3,280.30	2,525.50 229.50 270.83	254.47
0108000083 4390 MATERIALS / SUPPLIES (MISC) BUDGET TRANSFER FROM: 0108000083 4260 ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD S & S TOOLS & SUPPLIES PENA-PLAS COMPANY JUDGE LUMBER COMPANY DALEVILLE ACE HARDWARE EPSCO	22,500.00	1,627.76	(15,000.00) (192.69) 322.64 41.09 149.07 484.00 1,717.09 33.92	14,062.94
0108000083 4410 SALT	275,000.00	96,209.52		96,209.52
0108000083 4450 STREET LIGHTING	375,000.00	44,079.48		44,079.48
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE URBAN ELECTRICAL CONTRACTORS, INC. A & M ELECTRICAL CONSTRUCTION, INC.	77,500.00	30,326.59	4,165.03 17,239.14	8,922.42
0108000083 4550 CAPITAL EXPENDITURES REUTHER & BOWEN PC	814,063.84	728,546.84	3,550.00	724,996.84

DEPARTMENT / ACCOUNT		2017 BUDGET	BEGINNING BAL	SEPTEMBER, 2017 ACTIVITY	ENDING BAL.
REFUSE BUREAU:					
0108000084 4390	MATERIALS / SUPPLIES (MISC)	750.00	45.80		45.80
0108000084 4490	LANDFILL KEYSTONE SANITARY LANDFILL	1,344,095.86	472,680.86	106,691.25	365,989.61
0108000084 4550	CAPITAL EXPENDITURES	200,000.00	220.00		220.00
GARAGES BUREAU:					
0108000085 4220	CONTRACTED SERVICES	750.00	27.00		27.00
0108000085 4301	GAS, OIL, LUBRICANTS ENCUMBERED: CURRENT PERIOD D. G. NICHOLAS CO. TALLEY PETROLEUM ENTERPRISES INC. WEX BANK G & G EXPRESS MARTS, INC. DENAPLES AUTO PARTS	425,500.00	198,679.78	337.83 2,875.05 14,244.00 15,967.84 150.15 175.00	164,929.91
0108000085 4310	EQUIPMENT/VEHICLE REPAIR/MAINTENANCE ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD A.I.T. AUTOMOTIVE BRADCO SUPPLY CO. FARGIONE AUTO SERVICE D. G. NICHOLAS CO. NORTHEAST HYDRAULICS F & S SUPPLY COMPANY, INC. ELECTRO BATTERY DENAPLES AUTO PARTS INDUSTRIAL ELECTRONICS, INC. WAYNE COUNTY FORD SUNBURY MOTORS S & S TOOLS & SUPPLIES AMERICAN FIRE SERVICES JORDAN'S TOWING DAVE'S AUTO IGNITION C. G. CUSTOM TRUCKS AIR BRAKE & EQUIPMENT CO., INC. FIVE STAR EQUIPMENT CO., INC.	315,000.00	66,303.58	(5,982.40) 12,679.13 937.30 6,220.00 178.19 634.34 3,876.87 1,609.63 791.00 806.00 1,146.26 110.59 79.11 13.14 393.25 200.00 110.00 1,009.22 1,159.32 1,085.58	39,247.05
0108000085 4360	SMALL TOOLS / SHOP SUPPLIES D. G. NICHOLAS CO. S & S TOOLS & SUPPLIES TORBA, KEVIN	6,500.00	3,885.69	119.88 47.01 5.30	3,713.50

DEPARTMENT / ACCOUNT	2017 BUDGET	SEPTEMBER, 2017		ENDING BAL.
		BEGINNING BAL	ACTIVITY	
0108000085 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD FASTENAL COMPANY F & S SUPPLY COMPANY, INC. D. G. NICHOLAS CO. C. G. CUSTOM TRUCKS A.I.T. AUTOMOTIVE TRIPLE CITIES ACQUISITIONS, LLC MID-ATLANTIC WASTE SYSTEM	59,500.00	26,387.89	(109.83) 1,108.76 498.31 340.20 952.76 474.57 368.50 347.04 482.61	<u>21,924.97</u>
0108000085 4401 TIRES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD MCCARTHY TIRE SERVICE, INC.	109,500.00	54,220.03	(3,564.00) 8,625.14 9,211.61	<u>39,947.28</u>
0108000085 4901 MAINTENANCE (PREVENTATIVE) ENCUMBERED: PREVIOUS PERIOD BRADCO SUPPLY CO.	5,000.00	149.00	(3,225.00) 3,225.00	<u>149.00</u>
PARKS & RECREATION DEPARTMENT				
0110000000 4280 MISC SERVICES - NON CLASSIFIED ARDAN, TODD	8,950.00	7,877.22	150.00	<u>7,727.22</u>
0110000000 4290 STATIONERY / OFFICE SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE REEVE'S RENT-A-JOHN, INC. LOCKER'S PORTABLE TOILETS F & S SUPPLY COMPANY, INC.	20,000.00	10,466.79	185.00 2,160.00 80.90	<u>8,040.89</u>
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	25,000.00	17,221.27		<u>17,221.27</u>
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	200.00	200.00		<u>200.00</u>
0110000000 4370 PARKS & RECREATION SUPPLIES	750.00	750.00		<u>750.00</u>
0110000000 4420 TRAVEL AND LODGING	750.00	750.00		<u>750.00</u>
0110000000 4530 PERFORMING ARTS	16,500.00	225.00		<u>225.00</u>

DEPARTMENT / ACCOUNT		2017 BUDGET	SEPTEMBER, 2017		
			BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115310 4299	OPER TSF TO DBT SVC - STREET LIGHTING	532,541.68	82,541.68		82,541.68
0140115313 4299	OPER TSF TO DBT SVC - 2006 BOND	1,653,020.00	(7,340,842.00)		(7,340,842.00)
0140115316 4299	OPER TSF TO DBT SVC - OTHER FIN. SOURCE	51,585.08	51,585.08		51,585.08
0140115320 4299	OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	178,861.63	70,113.16		70,113.16
0140115323 4299	OPER TSF TO DBT SVC - 2011 UNFUNDED DEBT LN	1,000.00	(6,540,174.10)		(6,540,174.10)
0140115324 4299	OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	0.00		0.00
0140115325 4299	OPER TSF TO DBT SVC - 2012 SERIES C	1,000.00	(6,892,078.86)		(6,892,078.86)
0140115326 4299	OPER TSF TO DBT SVC - 2013 SERIES A	1,000.00	(3,916,176.07)		(3,916,176.07)
0140115327 4299	OPER TSF TO DBT SVC - 2012 SERIES B	1,000.00	(977,806.41)		(977,806.41)
0140115328 4299	OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	918,175.00	711,587.50		711,587.50
0140115329 4299	OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	170,360.33	42,813.82		42,813.82
0140115330 4299	OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00		0.00
0140115331 4299	OPER TSF TO DBT SVC - SERIES 2017 DEBT SERV REFUNDING	1,000.00	1,000.00		1,000.00
0140115332 4299	OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	1,000.00	1,000.00		1,000.00
0140115334 4299	OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER DEERE CREDIT INC	25,853.00	25,853.00		25,853.00
			25,851.02		1.98

DEPARTMENT / ACCOUNT		2017 BUDGET	SEPTEMBER, 2017		
			BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115335	4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	439,729.50	220,171.90		220,171.90
0140115336	4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR	80,000.00	0.00		0.00
0140115338	4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	1,490,500.00	745,250.00		745,250.00
0140115339	4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,652,500.00	831,250.00		831,250.00
0140115340	4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00		0.00
0140115341	4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	244,968.88		244,968.88
0140115342	4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	395,475.00	0.00		0.00
0140113090	4299 CONTINGENCY	585,000.00	288,105.00		288,105.00
0140113100	4299 OECD CONTINGENCY	45,000.00	45,000.00		45,000.00
0140116090	4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG.	850,000.00	694,584.44		694,584.44
0140116270	4299 COURT AWARDS	200,000.00	61,999.27		61,999.27
0140117020	4299 VETERAN'S ORGANIZATION	100.00	100.00		100.00
0140117060	4299 TRIPP PARK COMMUNITY CENTER	1,000.00	0.00		0.00

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

August 16, 2017

The Scranton Firefighters Pension Commission was called to order at 08:33 hrs. The following members were in attendance:

Chairman John Judge

Secretary Brian Scott

Active Rep. Jim Sable

Retired Rep. Bernard Garvey

Retired Rep. Vacant

Attorney Larry Durkin

Controller Rosanne Novembrino

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OFFICE OF CITY
COUNCIL/CITY CLERK

Motion to accept July 2017 minutes by Garvey, second by Sable. Motion carried.

Correspondence:

None

Bills:

Motion to pay Durkin and MacDonald LCC \$217.50 by Sable, second by Garvey.
Motion carried.

Old Business:

Garvey asked if Dunmore, PA court case has an impact on our retiree litigation.

Durkin stated that our litigation is over but he will check.

Two names that were sent by the retiree association to IAFF Local 60 to fill the retiree vacancy on the pension board were rejected by IAFF Local 60.

Garvey asked about the status of the 3rd party pension administrator. Durkin stated that another RFP has been submitted by the city.

New Business:

None

Application for Membership:

None

Application for Pension:

Motion to grant Joe Kaub a work-related disability pension by Scott, second by Sable. Motion carried.

Audience:

None

Motion to Adjourn:

Motion to Adjourn by Scott, second by Garvey. Motion Carried

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

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Minutes

September, 2017

OFFICE OF CITY
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There was no September 2017 pension meeting due to a lack of quorum.

City of Scranton
Pennsylvania



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Non-Uniform Municipal Pension Fund

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

September 20, 2017

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, September 20, 2017 at 9:30 a.m. in City Council Chambers.

In attendance were:

Ernest Reich, President

John Hazzouri, Vice President

Roseann Novembrino, City Controller

Larry Durkin, Esquire, Attorney for Board

Danielle Kennedy, Proxy for Mayor

Lori Reed, Proxy for City Council

President Reich asked for a motion to accept the minutes of the August 16, 2017 meeting as presented.

John Hazzouri made a motion to accept the minutes from the prior meeting.

Danielle Kennedy seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed? Motion carried.

President Reich: First item on our agenda, received a request for a refund of pension contributions from Anthony Harding. Mr. Harding was employed by the City of Scranton in the Business Administration department from September 2013 until April 2014, at which time he went on long term disability. Mr. Harding contributed a total of 8 months at \$22.00 per month and is due a refund of \$176.00. Do I have a motion?

Roseann Novembrino made a motion to refund Mr. Harding's pension contributions.

John Hazzouri seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed? Motion carried.

President Reich: Item number 2, received an invoice from Durkin MacDonald, LLC in the amount of \$4,321.00 which represents services rendered from August 15, 2017 through September 18, 2017. Do I have a motion to pay?

John Hazzouri made a motion to pay the invoice.

Lori Reed seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed? Okay, motion carried.

President Reich: Item number 3, received a request for a refund of pension contributions from Paul A. (Drew) Kelly who had been employed in the Office of Economic and Community Development from May 11, 2017 through July 21, 2017. Mr. Kelly has contributed a total of 2-1/2 months at \$22.00 per month and is due a refund of \$55.00. Do I have a motion?

Roseann Novembrino made a motion to refund Mr. Kelly's pension contributions.

John Hazzouri seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed?
Motion carried.

President Reich: Item number 4, received check #5362 dated September 15, 2017 in the amount of \$132.00 from Scott Thomas, former Library employee, which represents his pension contributions for the last six months of 2017. Do I have a motion to accept?

Lori Reed made a motion to accept the payment from Scott Thomas.

John Hazzouri seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed?
Motion carried.

President Reich: Open up to the board.

John Hazzouri: I have one thing I would like to bring up. We haven't given our secretary a raise in about four or five years and I don't see any problem with giving her, say, a \$500.00 raise for the year. I would like to put that out on the floor.

Roseann Novembrino: Does that mean that goes out to every secretary?

John Hazzouri: No. That's up to those boards but....

Roseann Novembrino: Oh, I see. Okay.

John Hazzouri: We've done this in the past with previous, about four and a half years ago.

President Reich: Yes.

John Hazzouri: I would like to put that out on the floor. Kathy's done a phenomenal job.

Roseann Novembrino: Absolutely.

John Hazzouri: And I would like to make a motion to give her a \$500.00 raise.

Roseann Novembrino: I'll second that.

President Reich: On the question? Any further discussion on it?

Lori Reed: I would just like to ask the solicitor in my position as proxy for Council, if it's a conflict if I voted or if I should recuse?

Attorney Durkin: I don't see a conflict.

Lori Reed: Okay.

Attorney Durkin: I think we're okay.

Lori Reed: I just wanted to make sure.

President Reich: Everything good? There's a motion on the table. All in favor? (All were in favor) Opposed? Okay. Motion carried.

John Hazzouri: Thank you.

Roseann Novembrino: Congratulations.

Secretary: Thank you, thank you.

John Hazzouri: You're welcome, Kathy.

Roseann Novembrino: She's going to take us all out to dinner.

President Reich: Any other business to report?

Attorney Durkin: I have a couple of updates on the different litigation that we are involved in and I also wanted to talk to the Board on a personnel issue in executive session and some aspects of the litigation in executive session. But in terms of the public portion of it, there are three cases. The first case is the appeal of the Board's decision from March on the double pension retirees. And the status of that is that a

couple of months ago, all the cases were combined in to one case. When they were combined, it was basically, everybody else in one case and Joe Schimes in the other case. There was a procedural issue in the Schimes case. He had included the Mayor and the City as defendants and the City objected to that. That issue was pending before Judge Nealon for argument recently, within the last couple of weeks. Right before the argument, we got a notice from Judge Nealon where he basically was reviewing it before we came in front of him and he realized that Tom Helbig was involved in the underline and Tom is his brother-in-law. So he recused himself and it got shifted to Judge Mazzoni for October 5th, I believe, on that issue, on the Schimes issue. That's not going to make the case go away no matter what happens. It's just procedural. It's going to continue from there. That's the status of that issue.

The second case is, I'm going to call it the Mandamus case and this is the one where all of the retirees had sued us and the City, basically asking the court to order us to provide them the benefit level that they had been receiving. This was in the paper recently and we had objected to it because, from our perspective, it was basically the same thing as the other case. We had an argument before Judge Gibbons, a couple of weeks ago, and he agreed with us and he granted our objections. So, what that means is that, unless they were to appeal to the Commonwealth Court, and they have thirty (30) days from the date of Judge Gibbons' order, then that case would be over. So we have to wait and see what, if anything, they do.

President Reich: We're still within that period.

Attorney Durkin: We're still within the thirty days. I forget exactly when...I think we got it in early September, so it's probably early October for the thirty days. And then the third case is, I'm going to call it the Rogan case, Mr. Rogan and Mrs. Sulla. That case is still at an early stage and basically, I've been working with their counsel and we've been trying to identify what, if any, insurance policies might provide coverage for the claims that they are making. So that is where that case is. He had issued some subpoenas. We had coordinated with him on that. He had basically asked for the carriers from, I think, 2003 going forward. We have gotten responses from most of the carriers up until the one for this year, saying they are not providing coverage for it for different reasons. The current carrier is providing a defense and what that means

is that they are going to pay the Board's legal fees, once they exceed a certain level. So what I have done is, I have submitted, since that litigation began, I submitted the bills that the Board has approved to them and they are counting that toward the retention. I think it is fifty, I'm pretty sure it is fifty thousand. So there's a way to go before there is coverage but ultimately they are providing a defense but they are not necessarily saying if they were to prevail, they are not necessarily in there providing coverage. So that is the extent of what I wanted to talk about in public. And then on the personnel issue, I wanted to talk about an issue with Kelly, what was the last name?

John Hazzouri: Lucas

Attorney Durkin: Lucas. That came up since the last meeting but I think the Board is entitled to do that in executive session as it's a personnel issue. So, we would be doing executive session both for the personnel issue and then there are aspects of the litigation that I want to talk to them about, the three sets of litigation that I have already referenced. Sometimes we've done the public comment and then gone in to executive session.

President Reich: Right.

Attorney Durkin: However, but that is what I have.

President Reich: Okay, let's open up the floor.

Joan Hodowanitz: I have a question? Just out of curiosity, do we have a figure on how much was overspent on the double pensions from the time they occurred to date?

Attorney Durkin: I think the Auditor General's report has that figure in it. I don't, sitting here, but I, roughly, the increase of those pensions, I think, equates to about a quarter of a million per year in benefit payments. So then you could multiply that out, it's not perfect because some people have, at least one person has died. I haven't done a complete tabulation of what it is but I'm pretty sure the Auditor General did and it's in their report.

Joan Hodowanitz: Which of their reports?

Attorney Durkin: The special report on this issue.

Joan Hodowanitz: Some people have continued to collect their pensions after that report was issued.

Attorney Durkin: They did and I think that is where it would get a little complicated. We may have settled with the first group at one point but then there was the remaining twenty two.

Joan Hodowanitz: If you have the information, could you give it to us at next month's meeting, if not, fine, don't worry about it but I would be very curious to know what the grand total was.

Attorney Durkin: It is in the millions. I mean, I know that. I don't have it beyond what's in the Auditor General's report.

Joan Hodowanitz: (inaudible)

Attorney Durkin: Yes, to a point but the City...I have spoken with Dave Bulzoni on that issue and they have that money (proceeds from the sale of the Scranton Sewer Authority) in an account, I think it is with Morgan Stanley.

Joan Hodowanitz: (inaudible)

Marie Schumaker: I have a question and I think I know the answer. If the double pensioners would be successful, could the people who have already settled go back?

Attorney Durkin: No.

Marie Schumaker: That's what I thought.

Attorney Durkin: The people we settled with signed releases.

Marie Schumaker: Okay. Thank you.

President Reich: Anything else? Okay, we are going to recess and reconvene in Executive Session.

Executive Session ended

President Reich: Do I have a motion to adjourn?

John Hazzouri made a motion to adjourn the meeting.

Danielle Kennedy seconded the motion.

President Reich: All in favor? (All were in favor).

President Reich: Okay, motion carried.

Meeting adjourned at 10:00 a.m.

Minutes approved by: _____ **Date:** _____
Ernie Reich, President

Respectfully submitted: _____ **Date:** _____
Kathy Carrera, Recording Secretary

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
SEPTEMBER 20, 2017

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. EDWARD BONIN- PRESENT
3. NANCY KRAKE- PRESENT
4. ROSEANNE NOVEMBRINO-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

RECEIVED
OCT 18 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

MINUTES FROM WEDNESDAY AUGUST 16, 2017 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY HELRING TO ACCEPT THE MINUTES AND SECONDED BY CAMMEROTA. THE MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. AUGUST 15, 2017 THRU SEPTEMBER 18, 2017 TO THE AMOUNT OF \$826.50.

A MOTION MADE BY HELRING TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 826.50 FROM AUGUST 15, 2017 THRU SEPTEMBER 18, 2017. SECONDED BY NOVEMBRINO, ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

ROBERT MCKEON APPLIED FOR A WORK RELATED DISABILITY PENSION. THE BOARD WAS GIVEN AN IME REPORT FROM DR ALLARDYCE, MD. A MOTION WAS MADE BY KRAKE TO ACCEPT THE IME REPORT. SECONDED BY CAMMEROTA ALL IN FAVOR.

A MOTION WAS MADE BY HELRING TO APPROVE THE DISABILITY PENSION FOR ROBERT MCKEON. SECONDED BY KRAKE ALL IN FAVOR MOTION PASSED.

A MOTION WAS MADE BY HELRING TO REFUND WILLIAM GOLDEN HIS PENSION CONTRIBUTIONS **18,392.62** BECAUSE HE IS NO LONGER EMPLOYED WITH THE CITY. SECONDED BY KRAKE AND MOTION PASSED.

A MOTION TO ADJOURN WAS MADE BY HELRING AND SECONDED BY KRAKE. MEETING ADJOURNED AT 1038HRS.

COMPOSITE PENSION BOARD MINUTES

September 20, 2017

The regular meeting of the Composite Pension Board was held on Wednesday, on September 20th at 11:00AM in City Council Chambers.

The following were in attendance:

DAVID MITCHELL – Pres. – Police Employee Representative
JOHN HAZZOURI – V.P. – Municipal Employee Representative
ROBERT SENCHAK - Sect. – Fire Employee Representative
EDWARD BONIN – Police Board Representative
ERNEST REICH – Municipal Board Representative
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO – City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel) 4/13/2020
JAMES KENNEDY – Thomas Anderson & Assoc.
MARK YASENCHAK – PFM Group

David Mitchell... Opened the meeting, he asked for a Motion to accept the Minutes, **Motion made by John Hazzouri, seconded by Lori Reed, all were in favor.**

Bills:

Durkin & MacDonald... In the amount of \$710.50, do I have a Motion to pay this bill? **Motion made by John Hazzouri, seconded by Lori Reed, all were in favor**

PFM Asset Management... In the amount of \$9,368.46, do I have a Motion to pay this bill? **Motion made by Roseann Novembrino, seconded by John Hazzouri, all were in favor.**

Thomas Anderson... For \$3,000.00, do I have a Motion to pay that bill? **Motion made by John Hazzouri, second by Lori Reed, all were in favor.**

Correspondence:

We approved this last month, a letter to be sent out by our attorney, everybody have a copy of that. He asked is anybody had any questions on the correspondence. No response.

Jim Kennedy... The only thing that he had was the Actuarial Valuation Reports are in their final stages. Randee Sekol plans to come to the October 18th meeting to present the ACT 205 Reports and the 2018 MMO's for the three plans.

Mark Yasenchak... Distributed reports to the Board and made his presentation. Things have been pretty good. He reviewed the markets with the Board. The S&P 500 for the month of August was up .31%. Non US markets was down 4 basis points, developed markets were at 2.23%. On the fixed income side of the equation, a really good month, up almost a percent .90%. US Treasury is somewhere around 2.25%. The Russell 3000 is down 1.27%. He reviewed the P/E Ratio of Major Stock Indices. John Hazzouri asked what is the amount that we have in Small Cap, Mark said we have close to 3% \$1.6 million it is a small overweight.

The performance for the month was up, .53% and the benchmark was up .53%. There were not a lot contributors or detractors here. We've had some big contributions from the active managers. The overweight of the small cap and the corporate high weight exposure on the fixed income side is offset by the positive returns.

We are at 8.8% for the year, the benchmark is at 8.55 as of September 15th, we had about $\frac{3}{4}$ of a percent. It has been a really strong year thus far. The market value as of August 31st was \$56,376,297 that is an almost \$300,000 return on investments. As of September 15th it was \$56,330,545. He reviewed the asset allocation. He asked if there were any questions. John Hazzouri said he thinks we are doing very well.

David Mitchell.. Asked if anyone had anything for new business, John Hazzouri asked when do we get the money from the State. Jim said basically the unit value increased which was good news and the State aid should be coming out, it's a little late this year, he's guessing the end of the month, the first week in October. It went up to about 4.5%. Usually it's about the last week of September. He sent Dave Bulzoni a letter basically roughly what they estimated it to be for this year as an offset against the pension.

When we talk about all the MMO's in October we can go over that as well. We will have some good money coming in. They will have the 17 amount due by December 31st, the totals 17 are \$18.8 million, he's rounding less the State aid. Dave said this will be the first year in six years that they weren't allowed to take the ACT 44 discount. Jim said that's what the increase was. We were around 14 and it jumped up by around \$4 million because of losing the 25% amortization reduction.

Dave said we still have a quarter left in the year for investment purposes. Jim said this will be the new actuarial year for 1/1/19 so if you start off with a strong investment year of the two years it always helps. Year one it is always positive to be stronger. It's good for both obviously the closer we are to the actuarial assumption the better. We're hoping the market holds.

Dave asked if there were any other questions, no response. He asked Terri Morgan if she had any questions, she said no.

Roseann Novembrino... At the last Non-Uniform meeting they gave their secretary a \$500 raise and she feels it should be across the Board, **so she put it on the table to give our secretary a \$500 raise also, that's a Motion, second by John Hazzouri**, on the question, they did it at the Non Uniform, yes. The individual boards have to do it. The last time it was raised was about five years ago. **All were in favor.**

Motion to adjourn made by Roseann Novembrino, seconded by Ed Bonin, all were in favor.

November 15th is our next meeting.

Minutes approved October 18, 2017:


David Mitchell
President
Kathleen McGinn
Recording Secretary



Non-Uniform Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

OCTOBER 18, 2017

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 4,828.50 WHICH REPRESENTS SERVICES RENDERED FROM SEPTEMBER 19, 2017 THROUGH OCTOBER 16, 2017.
2. RECEIVED A REQUEST FOR A PENSION FROM SINGLE TAX OFFICE EMPLOYEE NANCY MATISKELLA. MS. MATISKELLA IS 63 YEARS OF AGE AND HAS CONTRIBUTED 435 MONTHS TOWARD HER PENSION. SHE WILL BE ELIGIBLE FOR A 35-YEAR PENSION AT \$700.00 PER MONTH WHEN SHE RETIRES ON OCTOBER 31, 2017.
3. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM DAVID WEIDOW, A CITY OF SCRANTON EMPLOYEE. MR. WEIDOW WAS EMPLOYED IN THE FLOOD CONTROL DEPARTMENT FROM JANUARY 5, 2015 UNTIL MAY 23, 2017, AT WHICH TIME HE WAS APPOINTED TO A POSITION WITH THE DEPARTMENT OF PUBLIC WORKS. AS AN EMPLOYEE OF THE DPW, HE IS CONTRACTUALLY OBLIGATED TO CONTRIBUTE TO THEIR PENSION FUND AND IS DUE A REFUND OF NON-UNIFORM MUNICIPAL PENSION CONTRIBUTIONS. MR. WEIDOW HAS CONTRIBUTED A TOTAL OF 31 MONTHS AT \$22.00 PER MONTH AND IS DUE A REFUND OF \$682.00.

4. RECEIVED A REQUEST FOR A PENSION FROM SCRANTON PUBLIC LIBRARY EMPLOYEE JACOB W. FELIX. MR. FELIX IS 65 YEARS OF AGE AND WILL HAVE CONTRIBUTED 319 MONTHS TOWARD HIS PENSION WHEN HE RETIRES ON DECEMBER 13, 2017. HE WILL BE ELIBIBLE FOR A 25-YEAR PENSION AT \$ 600.00 PER MONTH.

RESOLUTION NO. _____

2017

APPOINTMENT OF REV. REBECCA A. BARNES, 801 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE OCTOBER 3, 2017. REV. REBECCA A. BARNES WILL BE REPLACING ROBERT JOHNS WHO RESIGNED ON SEPTEMBER 7, 2017. REV. BARNES WILL FILL THE UNEXPIRED TERM OF ROBERT JOHNS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.

WHEREAS, Robert Johns resigned from the Human Relations Commission effective September 7, 2017, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor of the City of Scranton desires to appoint Rev. Rebecca A. Barnes as a member of the Human Relations Commission effective October 3, 2017. Rev. Barnes will fill the unexpired term of Robert Johns, who resigned September 7, 2017, and whose term is scheduled to expire August 24, 2018; and

WHEREAS, Rev. Rebecca A. Barnes has the requisite experience, education, and training necessary to serve as a member of the Human Relations Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Rev. Rebecca Barnes, 801 Wheeler Avenue, Scranton, Pennsylvania, 18510, is hereby appointed to the Human Relations Commission effective October 3, 2017. Rev. Rebecca A. Barnes will fill the unexpired term of Robert Johns, who resigned effective September 7, 2017 and whose term is scheduled to expire August 24, 2018.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



OFFICE OF THE MAYOR

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

October 3, 2017

Honorable Council of the City of Scranton
340 N. Washington Avenue
Scranton, Pa. 18503

RE: Human Relations Commission Appointment

Dear Council Members:

Please be advised that I am appointing Rev. Rebecca A. Barnes, 801 Wheeler Avenue, Scranton, PA 18510, as a member of the Human Relations Commission effective October 3, 2017.

Rev. Barnes will be replacing Robert Johns who resigned on September 7, 2017. Rev. Barnes will fulfill the unexpired term of Mr. Johns which is scheduled to expire on August 24, 2018.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

William L. Courtright

CC: Jessica Eskra, Esq., City Solicitor
David Bulzoni, Business Administrator
Human Relations Commission
Rev. Rebecca A. Barnes



ST. LUKE'S CHURCH

232 WYOMING AVENUE
SCRANTON, PENNSYLVANIA 18503-1464
www.StLukesScranton.org
E-Mail: StLukesScranton@verizon.net
(570) 342-7654

September 21, 2017

The Honorable William L. Courtwright
Mayor of Scranton
340 N. Washington Ave.
Scranton, PA 18503

RE: Human Relations Commission

Dear Mayor Courtwright:

I am honored to have been asked to serve on the Humans Relations Commission for the City of Scranton.

As a resident of the city of Scranton, and a native of Northeastern Pennsylvania, I value the rich history of our region and the diversity of peoples and cultures that has shaped its identity. As the city continues to grow and attract new people of varied traditions, cultures and family make up, new opportunities and challenges present themselves. As a member of the clergy, striving for justice and peace among all people and respecting the dignity of every human being is central component of my vocation. I believe though my experience and training I would be a valuable member of this commission, and I would be most honored to serve in this capacity.

Enclosed, please find a copy of my curriculum vitae for your consideration.

I thank you for this opportunity to be of service to our community.

Sincerely,

The Rev'd Rebecca A. Barnes, Priest-in-Charge
St. Luke's Episcopal Church, Scranton

ATTACHMENTS: Curriculum Vitae

Mary-Pat DeFlice

From: robertjohns518@gmail.com
Sent: Thursday, September 07, 2017 12:11 PM
To: Mary-Pat DeFlice
Subject: Re: Human Relations Commission Minutes and Training Date

<![endif]-->

Do to personal commitments I must resign from the human relations commission thank you Robert Johns

Sent from my T-Mobile 4G LTE device



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

October 5, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
OCT - 5 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION APPOINTMENT OF REV. REBECCA A. BARNES, 801 WHEELER AVENUE, SCRANTON, PENNSYLVANIA, 18510, AS A MEMBER OF THE HUMAN RELATIONS COMMISSION, EFFECTIVE OCTOBER 3, 2017. REV. REBECCA A. BARNES WILL BE REPLACING ROBERT JOHNS WHO RESIGNED ON SEPTEMBER 7, 2017. REV. BARNES WILL FILL THE UNEXPIRED TERM OF ROBERT JOHNS WHICH IS SCHEDULED TO EXPIRE ON AUGUST 24, 2018.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Very truly yours,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO.150.41 IN AN AMOUNT NOT TO EXCEED \$25,000.00 TO THE BHUTANESE CULTURAL FOUNDATION OF SCRANTON ASSOCIATION (BCFSA) TO ASSIST AN ELIGIBLE PROJECT.

WHEREAS, The City of Scranton Office of Economic and Community Development has available Program, funds from Project No.150.41, from the City of Scranton's Business and Industry Loan/Grant Program which funds were transferred into this program from the Keystone Communities Enterprise Zone Program, to assist a business within the City of Scranton for the purpose of creating one new full time equivalent job for low to moderate income person; and

WHEREAS, The City of Scranton seeks to provide a Loan to Grant utilizing funds in Project No. 150.41, from the City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$25,000.00 to be used for the purchase of Real Estate property for the operation of the Bhutanese Cultural Foundation's business to be located at 705 Pittston Avenue, Scranton, PA 18505, in order to develop said property for commercial uses, including the opening and operation of a Bhutanese Cultural Center at the project site.

WHEREAS, The Loan will convert to a Grant if the Bhutanese Cultural Foundation, fulfills the job creation requirements contained in the Loan to Grant Agreement.

WHEREAS, this loan furthers the plan to revitalize Scranton.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and other appropriate City Officials are hereby authorized to enter into a Loan to Grant Agreement substantially in the form attached as Exhibit "A", and other required documents as needed, and to disburse the loan funds from Project No. 150.41, City of Scranton Business and Industry Loan/Grant Program in an amount not to exceed \$25,000.00 to Bhutanese Cultural Foundation of Scranton Association, a Pennsylvania non-profit corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505

SECTION 1. A disbursement of these funds is conditioned upon full execution of the attached Loan Agreement.

SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 3. This Resolution shall become effective immediately upon approval.

SECTION 4. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



September 28, 2017

Jessica Eskar, Esquire
City Solicitor
340 North Washington Avenue
Scranton, Pennsylvania 18503

Re: Bhutanese Cultural Foundation of Scranton Association
OECD / \$25,000.00
Project # 150.41

Dear Atty. Eskar:

Attached please find the "Draft" Resolution along with copies of the loan documents to provide an Economic Development Loan to Grant to the (Bhutanese Cultural Foundation of Scranton Association) in the amount of \$25,000.00.

This office would appreciate your review of this Resolution in order for this to pass Council. If you have any questions regarding this project, please contact Tom Preambo at Tpreambo@scrantonpa.gov or 570/348-4216.

Sincerely,


Linda B. Aebli
Executive Director

lba/tp

cc: Mr. Tom Preambo, Deputy Director, OECD
Atty. Sean Gallagher, Solicitor, OECD
Chandra Sitaula-Sharma, President, BCFSA
Tek Panday, Executive Director, BCFSA

**LOAN TO GRANT AGREEMENT
UNDER
KEYSTONE COMMUNITIES ENTERPRISE ZONE PROGRAM FUNDS
OF THE CITY OF SCRANTON
AND
Bhutanese Cultural Foundation of Scranton Association
(BCFSA)**

This Keystone Communities Enterprise Zone Program Agreement is entered into as of the ____ day of _____, 2017, by and between **The City of Scranton** (hereinafter referred to as the "**City**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 340 N. Washington Ave., Scranton, Pennsylvania 18503 and **Bhutanese Cultural Foundation of Scranton Association (BCFSA)**, with a place of business located at 705 Pittston Avenue, Scranton, Pennsylvania 18505. (hereinafter referred to as the "**Borrower**") and Chandra Sitaula-Sharma, President and Tek Panday, Executive Director (hereinafter referred to as "Guarantors") (Borrower City and Guarantors are sometimes referred to collectively herein as the "Parties").

WITNESSETH

WHEREAS, Borrower wishes to operate a business located in the City of Scranton; and

WHEREAS, the Borrower seeks to purchase and revitalize the property located at 705 Pittston Avenue, Scranton, PA 18505 (the "Property") for commercial uses (such Property also referred to herein as the "Project Site"); and

WHEREAS, the Borrower is seeking to borrow from the City \$25,000.00 (the "Loan") and to use the Loan for acquisition of the Property for the Project (as hereinafter defined) to assist with the purchase of the Property for commercial uses including the opening and operation of a Bhutanese Cultural Foundation Center at the Project Site and if the borrower fulfills the requirements of Section 6 hereof to have the Loan converted into a Grant; and

WHEREAS, The Bhutanese Cultural Foundation of Scranton Association (BCFSA), has made application to the City (the "Application") for a loan under the program known as the Scranton's Business & Industry Loan/Grant Program in the amount of \$25,000.00; and

WHEREAS, City herein agrees to provide financing under the Scranton's Business & Industry Loan/Grant Program by making a Loan to the Borrower in the amount of \$25,000.00 and, such funds are available from the Pennsylvania

Keystone Communities Enterprise Zone Program to provide such financing by borrowing, at 2.5% interest; and

WHEREAS, the parties wish to herein provide for terms and conditions of repayment of the Keystone Communities Enterprise Zone Program Funds and designate the uses to which the Funds may be applied.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

LOAN TO GRANT

1. Keystone Communities Enterprise Zone Program Funds. City shall make the Loan to the Borrower(s) in the amount of \$25,000.00, which shall be advanced to them as in accordance with the terms and conditions set forth in the Application. Borrower(s) agree to adhere to all program guidelines and if this Agreement conflicts with those guidelines, the guidelines are the controlling document.

2. Interest on Keystone Communities Enterprise Zone Program Funds. If Borrower fulfills all of its obligations contained in Section 6 hereof within four (4) months of the Closing Date, then all accrued interest and principal shall be forgiven by the City and the Loan shall be converted to a Grant and Borrower shall have no further obligation to repay any funds to the City for the Loan.

3. Availability of Keystone Communities Enterprise Zone Program Funds. The City has, by Notice of Award of Grant, and passage of Resolution No. ___? on the ___ day of ___, 2017 approved making the Loan to the Borrower. Exhibit "A" attached

4. Terms for Repayment of the Keystone Communities Enterprise Zone Program Funds. The Loan shall be evidenced by the Borrower's note (the "Note"), dated as of Closing, in the principal amount of Twenty Five Thousand Dollars (\$25,000.00), containing the terms and conditions of payment set forth herein. In the event Borrower fails to satisfy the conditions in Section 6 hereof and the Loan is not converted to a Grant, then Four (4) Months after the Closing Date, the Borrower shall make its initial loan payment of Four Hundred and Forty Three dollars and Sixty Eight Cents (\$443.68), and thereafter on the same day of each subsequent month, for a total of Sixty (60) months, the Borrower shall pay Four Hundred and Forty Three dollars and Sixty Eight Cents (\$443.68) per month. The entire principal balance of the Loan, as well as any interest accrued thereon, shall be paid in full by Borrower on or prior to Sixty Four (64) months after the execution of the Loan Agreement. There shall be no penalty for prepayment of the principal balance of the Loan.

5. Security. Repayment of the Keystone Communities Enterprise Zone Program Funds shall be secured by a security agreement providing for a third lien on all the property owned by the Borrower(s), (the "Security Agreement"), a Promissory Note executed by the Borrower(s), and a Personal Guaranty executed by the Borrower(s).

6. Conditions. Funding of the Keystone Communities Enterprise Zone Program will be subject to Borrowers fulfilling the following conditions to the satisfaction of the City:

(a) Execution of the Note and Loan Agreement;

(b) Creation of New Jobs: As an absolute condition of the Loan, Borrower agrees to create, within Four (4) months from the date of this Loan Agreement, at least One (1) NEW, full-time or full-time equivalent, permanent employee as a direct result of the project financed by the City Loan. The specific positions to be filled are described in the documents attached to this Loan Agreement (ATTACHMENT "A") by mutual consent between Borrowers and City. Borrower agrees to ensure that at least fifty-one (51%) percent of the positions described in the ATTACHMENT "A" will be held by and/or made available to low-and moderate income persons (24 CFR 570.208) as low-and moderate income persons as defined in 24 CFR 570.3.

Borrower agrees promptly to collect from its employees and potential employees the reasonable and necessary data and provide all necessary payroll records required by the City's Office of Economic and Community Development to monitor and verify compliance with the job creation requirement. Borrower shall turn such data over to City's Office of Economic and Community Development in a timely manner upon the request by City.

(c) Hiring Commitment Fulfillment. City shall consider Borrower to have fulfilled the hiring commitment if the Borrower reports quarterly, beginning with the date of this Loan agreement, to the City any new positions created within the Four (4) months from the time Closing Date and he Borrower has presented to City a sworn statement which itemizes the positions created.

(d) Penalties for Failure to Meet Hiring Commitments. If, by Four (4) months from the date of this Agreement, Borrower shall have failed to fulfill the job creation requirements described in this Section, City at its option may do any or all of the following:

(i) Declare the Borrower in default and demand a repayment of the principal amount of the City Loans equal to the balance outstanding on the City Loans within thirty (30) days from the date of demand;

(ii) Require Borrower to pay within thirty (30) days of demand to City any penalty or recapture levied upon City which originated in Borrower's failure to fulfill their hiring commitments. The amount to be repaid shall not exceed the original amount of the City Loan.

(c) Sustained Operations and Employment

Borrower, as a condition of this Loan to Grant must remain open for Business and remain Operational for a period of Thirty-Six consecutive months after the Closing. Open for Business and Operational shall mean Borrower shall be open for business at least 5 days per week, 8 hours per day, except time closed for vacation of one (1) week per calendar year or closure due to act of God, fire, or a taking by a Governmental authority.

The parties hereto acknowledge that funds cannot be disbursed until completion by the city of all requirements necessary for it to be legally capable of making the loan.

7. Covenants. The Borrowers covenant and agree with the City that so long as any portion of the Loan remains outstanding and unpaid the borrowers shall:

- (a) pay promptly when due all installments of interest at the times and in the manner specified in the Note executed in accordance with this Loan Agreement and pay all other sums of every nature and kind comprising part of the Loan in the manner and at the times required by this Agreement and the Note; including principal and interest when due.
- (b) keep, perform, and comply with all covenants, terms, and conditions of this Loan Agreement;
- (c) as applicable, maintain all the franchises, licenses, permits and other authorizations required for the ownership of (BCFSA), and any various or affiliated partnerships or corporations, and continuously operate its business in compliance with the same and in accordance and in compliance with all statutes, ordinances and regulations applicable to such operation;
- (d) maintain the business property and its other assets in good order and condition, make all repairs, replacements and renewals necessary for the proper maintenance and operation of the same, and permit authorized representatives of the City to inspect the

same at reasonable times in the presence of authorized representatives of the Borrowers, and upon providing reasonable prior notice to the borrowers;

- (e) maintain property insurance, public liability insurance, flood insurance (if necessary), and such other types of insurance that the City may reasonably require, with insurance companies satisfactory to the City and in such amounts and against such risks as are customarily insured by similar entities, all to the reasonable satisfaction of the City; keep all insurance in full force and effect and pay all premiums therefore and deliver copies of all policies and certificates to the City with the interest of the City in all insured property covered under a standard mortgagee clause or a loss payable clause, as appropriate, the policies in all cases to provide for not less than ten days prior written notice to the City of any intended cancellation;
- (f) act prudently and in accordance with customary industry standards in managing and operating its business and property;
- (g) pay promptly when due all real estate taxes, sewer rentals, and other municipal assessments, rentals, and charges of every nature and kind at any time levied and imposed on the Project, as well as all debts, obligations, and claims of every nature and kind which, if unpaid, might or could become lien or charge upon the property and business, unless the validity thereof is being contested in good faith by the borrower by appropriate proceedings diligently conducted to the reasonable satisfaction of the City and the borrowers liability is covered by escrows or reserves that the City shall reasonably deem adequate;
- (h) furnish to the City, within one hundred twenty (120) days after the end of each fiscal year, financial statements of the borrowers prepared at a minimum, on a review basis, by certified public accountants acceptable to the City, certified to be correct;
- (i) furnish all additional information with respect to the borrower that the City may from time to time reasonably request. The borrowers hereby authorizes all duly constituted federal, state and municipal authorities to furnish to the City copies of audit reports of the borrowers made by any of them;
- (j) promptly give written notice to the City of any damage to the Property or any of its other assets or equipment as well as written notice of the revocation or termination of any franchise, license, permit or other authorization required for the operation of its

business or property or any other event, including litigation or other proceedings commenced or threatened, which might or could have a material adverse effect on The borrowers' financial condition or on the operation of The borrowers' business including any event which, after the passage of time or the giving of notice or both, would constitute an event of default under this Loan Agreement;

- (k) perform in a timely manner all of its covenants, obligations and agreements under each contract, lease, mortgage, deed of trust or other encumbrance or agreement relating to any asset owned by it; and
- (1) comply with all applicable provisions of the Keystone Communities Enterprise Zone Program and any and all regulations, ordinances or laws governing this Loan Program.

8. Representations and Warranties. To induce the City to provide the financing described in this Loan Agreement, the borrowers hereby represents and warrants to the City that:

- (a) Bhutanese Cultural Foundation of Scranton Association, is a Pennsylvania non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania;
- (b) Bhutanese Cultural Foundation of Scranton Association, maintains their principal office at 705 Pittston Avenue, Scranton, PA 18505 and all books and records of the business pertaining to their financial condition and their operation are kept at such address;
- (c) the borrowers have the power and authority to own its assets and to carry on the activities contemplated by the Application;
- (d) the borrowers hold all franchises, licenses, permits and other authorizations of any nature and kind required for the ownership of its assets and the operation of its business, all of which are now in full force and effect;
- (e) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any provisions of Bhutanese Cultural Foundation of Scranton Association, limited operating agreement or books or any statute or regulation order, writ, injunction, decree, decision of any court or governmental agency binding upon it or conflict with or result in a

breach of any of the covenants, terms and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default there under, a result in the creation or imposition of a lien, charge or encumbrance of any nature or kind upon any of the assets of the borrowers pursuant to the terms of any such agreement, instrument or otherwise;

- (f) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all the covenants, terms and conditions thereof, has been duly authorized by proper action of the owners in conformity with its certificate of incorporation and bylaws and, when duly executed and delivered by the appropriate officers of the entity, will constitute valid and binding obligations of the entity enforceable in accordance with their respective terms if required, as well as individually and in partnership;
- (g) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with their respective covenants, terms and conditions, will not violate any statute or regulation, or any order, decree, or decision of any court or governmental agency binding upon borrowers or conflict with or result in the breach of any of the covenants, terms, and conditions of any agreement or instrument to which the borrowers are a party or by which it is bound or to which it is subject, or constitute a default hereunder, or result in the creation of a lien, charge or encumbrance of any nature or kind upon any of the borrowers' assets pursuant to the terms of any such agreement or instrument;
- (h) the execution and delivery of this Loan Agreement, and the other Loan Documents to which it is a party, and compliance with all of the covenants, terms, and conditions thereof, will constitute valid and binding obligations of the borrowers, enforceable in accordance with their respective terms;
- (i) the borrowers have filed, and shall, as required, file in a timely manner, all federal, state and local tax returns and has paid, or shall pay, all taxes shown to be due thereon;
- (j) there is no material litigation or governmental proceeding pending or (to the knowledge of the borrowers) threatened against or affecting the borrowers or any of its assets or the operation of its business, which, if adversely determined, would have a material adverse effect on the financial condition of the borrowers;

- (k) the borrowers will not dispose of any hazardous waste at the Borrowers place of business and will not knowingly violate any environmental statutes, regulation or other restrictions;
- (l) there is no material fact that the borrowers has not disclosed to the City which could have a material adverse effect on the Borrowers place of business or the prospects or condition (financial or otherwise) of the Borrowers. No Certificate or statement delivered herewith or heretofore by the borrowers in connection with this Loan Agreement or the Application contains any untrue statement of material fact or omits to state any material facts necessary to keep the statements contained herein or therein from being misleading.
- (m) Books, Records, and Reports. The borrowers will at all times keep proper books of account in a manner satisfactory to the City and subject to accepted accounting practices. Borrower hereby authorizes City to make or cause to be made, at borrowers' expense and in such manner and at such times as City may require,
- (n) inspections and audits of any books, records and papers in the custody or control of borrowers or others, relating to borrowers' financial or business conditions, including the making of copies thereof and extracts there from, and (b) inspections and appraisals of any of borrowers' assets. Borrowers will furnish to City for the twelve (12) month period and semi-annually thereafter, financial and operating statements. Borrowers hereby authorizes all Federal, State and Municipal authorities to furnish reports of examinations, records, and other information relating to the conditions and affairs of borrowers and any desired information from reports, returns, files, and records of such authorities upon request therefore by City.
- (o) Borrowers shall not execute any contracts for management consulting services without prior approval of City.
- (p) Distributions and Compensation. Borrowers will not, without the prior written consent of City (a) declare or pay any dividend or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or consolidate, or merge with any other company, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, or any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company, or to any officer,

director or employee of borrowers or any such company (b) make any distribution of assets of the business of borrowers, other than reasonable compensation for services, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any of its employees, or to any company directly or indirectly controlling or affiliated with or controlled by borrowers, or any other company.

(q) Other Provisions:

- (1) Prior to disbursement City must have evidence that borrower is current on all Taxes and that a Repository Plan for the payment of future withholding taxes has been established.
 - (2) Borrowers will not, without prior written consent of City, purchase any additional life insurance from the business income or assets.
 - (3) City must agree that, in the event of a default by the borrowers, it will, if allowed by law, execute any right of set-off available to it.
 - (4) Prior to disbursement, borrowers must provide to City a list of all fixtures and equipment now owned or to be purchased by Item, Model # and Serial #, as well as a general description of Fixtures and Equipment and number, by category, if required
 - (5) Prior to the first disbursement, borrowers is to submit certification that it is currently and will remain in compliance with all environmental laws, rules and regulations concerning all phases and aspects of the operations of the business. Any subsequent failure to comply with said applicable environmental laws, rules and regulations will result in a default of the loan.
- (r) Change of Ownership: Borrowers must agree that this loan may be accelerated and payments called for by Holder if the borrowers, during the term of the loan, effects a change of ownership or control of the business without prior written approval of City.

The borrowers shall deliver to the City at Closing, an opinion of its counsel, in form acceptable to the City, as to good standing, authorization, incumbency of officers, the validity and enforceability of all documents, compliance with applicable laws and regulations, litigations, and, except as previously disclosed herein, compliance with all existing agreements and such other matters as the City may reasonably require.

9. Event of Default. An event of default under this Loan Agreement shall be deemed to have occurred if borrowers shall:

- (a) fail to pay any installment of interest or principal on the note when due or within five (5) days after receipt of written notice of the failure to pay;
- (b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within five (5) days of borrowers' receipt of notice from the City of such failure;
- (c) fail to keep, perform and comply with any of the other covenants, terms and conditions of this Loan Agreement within thirty (30) days of notice from the City, provided, however, if compliance cannot be performed within thirty (30) days, borrowers shall be permitted additional time to comply as agreed upon between the parties, so long as borrowers commences compliance and pursues it vigorously within the initial thirty (30) day period;
- (d) fail to pay any installment of interest or principal due on the \$25,000.00 loan from the City's Keystone Communities Enterprise Zone Program Fund; or
- (e) become insolvent or file or be named in any petition for relief under the Bankruptcy Code or Make any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the borrowers' properties and assets or apply for a consent to or suffer the appointment of a receiver or trustee.

10. Remedies. If an event of default as defined in Section 9 of this Loan Agreement shall occur, the City shall be entitled, upon ten (10) days prior written notice to borrowers, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and thereupon the City shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the City at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the City are cumulative and not exclusive of any rights and remedies which the City might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

11. Allowable Costs. Borrowers recognizes that City is obligated to examine all costs claimed by borrowers relating to the Project for the purpose of cost recovery to effectuate the long term goals of the Keystone Communities

Enterprise Zone Program Funds. Without limiting the general applicability of the foregoing, borrowers are notified that the following cost items, except as they may relate to allowable costs specifically contained in this Loan Agreement or the Application, generally shall not be considered eligible expenses:

- (a) Costs incurred prior to the notices of award of the grant by City;
- (b) Costs paid out prior to the execution of this Loan Agreement;
- (c) Interim interest paid on funds borrowed by borrowers in anticipation of disbursement of City's loans or other Project funds; or
- (d) The compensation of consultants and professional service providers.

12. Audit. Borrowers agree to participate actively if requested, and without compensation, in City's audits of the project and further agrees to fully and faithfully cooperate with the City in meeting any and all requirements of the Federal Government as per Paragraph twelve.

13. No Liability for Failure to Complete. Borrowers agree to include in all contracts with any party involving the use of Loan Funds an acknowledgment that City shall not be liable to any party for completion of, or the failure to complete, any activities which are part of the Project.

13A. The regulations for the DCED Program contained the laws of the Commonwealth of Pennsylvania.

13B. All requirements imposed by the City, DCED and any other Statutory or regulatory requirement in law or in equity as well as contractual, mortgage, note or otherwise.

14. (a) Court Expenses. Borrowers agree to pay reasonable attorney's fees, court costs and disbursements ordered by the court in the event City takes successful legal action to enforce City's rights under this Loan Agreement.

(b) Reimbursable Expenses. Borrower will, on demand, reimburse the City for any and all costs, fees and expenses including but not limited to underwriter's discounts, fiscal agency fees, and all other fees, expenses and costs of issuance which are incurred or which may be hereafter incurred by the City from time to time in connection with or by reason of borrowers' application for the making of and the administration of borrowers permanent financing stages of the Loan.

15. Recording Costs. Borrowers agree to pay all recording cost and filing fees related to the Loan, if any.

16. Hold Harmless Agreement. Borrowers will indemnify and defend City and hold it harmless from any claim against it involving or in any way arising out of its involvement with this Project, unless involving or in any way arising out of the willful misconduct of City, its agents or employees. In particular, but without limiting the general application of the foregoing, and pursuant to Section 13(b) above, borrowers will, within thirty (30) days of City's demand, pay any penalty or recapture levied upon City which originates in borrowers' failure to fulfill, or document the fulfillment of, its commitments stated in this Loan Agreement or the Application; provided, the aggregate amount paid to City pursuant to this Section 19 and Section 13 shall in no way exceed the original amount of the Loan plus any due or accrued and unpaid interest and any penalties which may or may not be assessed.

17. Exercise of Rights. No delay or failure of the City in exercising any right or remedy under this Loan Agreement shall be deemed a waiver of such right or remedy or affect or impair the future exercise of such right or remedy and no modification or waiver by the City of any covenant or condition of this Loan Agreement or waiver by the City of any default hereunder shall be effective for any purpose unless contained in writing signed by the City and then only to the extent specifically set forth in such writing.

18. Notices and Demands. All notices or demands required by the provisions of this Loan Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed to the party to receive notice or demand at the address stated in the introductory portion of this Loan Agreement, or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

19. Consent to Jurisdiction. The borrowers irrevocably consents to the exclusive jurisdiction of the Court of Common Pleas of Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking, and irrevocably agrees to service of process by Certified Mail, Return Receipt Requested to the address of the borrowers set forth herein. The borrowers hereby waives and shall not interpose any objections of forum non conveniens, or to venue and waives any right to remove any proceeding commenced in a state court to a federal court, and consent to any and all relief ordered by such court.

20. Severability. The invalidity of any one or more sections of this Loan Agreement or any portion thereof shall not be deemed to affect or impair the validity and enforceability of the remainder.

21. Assignment: Binding Effect. All covenants, terms and provisions of this Loan Agreement shall inure to the benefit of and extend to and bind the successors and assigns of the City, provided that the borrowers shall not have the right to assign this Loan Agreement or any rights hereunder to any other person or entity, unless the borrowers' business and property is sold to a purchaser acceptable to the City.

22. Entire Agreement. It is understood and agreed by the parties hereto that this Loan Agreement shall constitute the only agreement between them relative to this Loan, and that no oral statement or no prior written matter extrinsic to this instrument shall have any force or effect. This Loan Agreement shall not be modified except by writing, subscribed by both parties.

23. Honorable Agreement. This is an honorable Agreement intended to achieve the recited purposes. This Agreement is to be constructed and applied liberally to achieve those purposes and is not to be defeated by resorting to technical defenses or objections to price computation or any other matter affecting its operation.

24. Waiver of Breach. The waiver by the City of a breach of any provision of this Agreement by the borrowers shall not operate nor be construed as a waiver of any subsequent breach by the borrowers.

25. Counterparts. This agreement may be executed in Six (6) or more counterparts, each of which shall be deemed an original and together constitute one and the same agreement.

26. Survivorship Clause. Borrowers and City acknowledge and agree certain obligations imposed upon them pursuant to the terms of this Loan Agreement, may survive the termination of this Agreement and be legally binding upon the parties hereto subsequent to the termination of this Agreement.

27. Interpretation. This Loan Agreement shall constitute a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be construed in accordance with such laws. The headings of Sections in this Loan Agreement are for convenience of reference only, and shall not enlarge or restrict the rights of the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly caused this Loan Agreement to be duly executed.

City:

COUNTERSIGNED

CITY OF SCRANTON

BY: _____
City Controller

BY: _____
Mayor

DATE: _____

DATE: _____

BY: _____
Executive Director OECD
Office of Economic and
Community Development

BY: _____
City Clerk, attest to Mayor's signature

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
City Solicitor

DATE: _____

Borrowers:

**Bhutanese Cultural Foundation of
Scranton Association,**

ATTEST:

Witness

President,
Chandra Sitaula-Sharma,

DATE: _____

Executive Director,
Tek Panday

DATE: _____

CDBG Commercial Industrial Revolving Loan Program

BORROWER: Bhutanese Cultural Foundation of Scranton

Following is a summary of new, permanent jobs to be created and/or existing permanent jobs to be retained as a result of the KCEZ program funds assistance provided through this loan:

Job Title	Status		Is this job to be created or retained?	Will this job be held by and/or made available to low/mod persons?	Does this job require special skills or education?
	FT (number of positions)	PT (total hours per week)			
Interpreter-Educator	1		created	yes	yes

FT JOBS

1

PT JOBS AS FTE

0

TOTAL JOBS

1

The jobs will be created within 4 months following the disbursement of loan funds

You should complete a **Family Income Certification** form (sample attached) each time you fill a newly-created, permanent position. Employees should provide information about their family's gross annual income **prior** to being hired by you, so that you can maintain documentation about which of these positions are held by low/mod persons. You will be required to submit copies of these forms to OECD on a quarterly basis until the job creation requirement has been met; as stated in the terms of your loan agreement.

This activity has been processed & maintained by: Tom Preambo, OECD Deputy Director

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (hereinafter referred to as the "AGREEMENT") dated the 15th day of January, 2017, by and between **THE CITY OF SCRANTON**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 N. Washington Avenue, Scranton, Pennsylvania 18503, (hereinafter referred to as the "**CITY**")

-and-

BHUTANESE CULTURAL FOUNDATION OF SCRANTON ASSOCIATION a Pennsylvania non-profit corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505 (hereinafter referred to as "**BORROWER**")

WHEREAS, BORROWER has certain Liabilities (as defined herein) to CITY under a certain Loan Agreement dated even date herewith; and,

WHEREAS, the CITY and BORROWER desire and intend to secure repayment of said Liabilities by BORROWER granting to CITY a **First** lien security interest in the Collateral (as defined herein); and,

NOW, THEREFORE, the Borrower hereto, intending to be legally bound hereby, agrees as follows:

1. **COLLATERAL** The word "Collateral" as used in this AGREEMENT means the following described property: all equipment of the BORROWER, whether now or hereafter existing, or now owned or hereafter acquired and the products and proceeds of any of the foregoing, including all proceeds, and all accessions thereto, direct or contingent and all accounts receivables.

In addition, the word "Collateral" also includes all of the following; whether now owned or hereafter acquired by BORROWER, whether now existing or hereafter arising, and wherever located;

(a) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later.

(b) All products and produce of any property described in this Collateral section.

(c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

2. **GRANT OF SECURITY INTEREST** In consideration of, and as security for, the Liabilities of BORROWER to CITY described below, BORROWER grants CITY a Second priority security interest in all the Collateral, together with all present and future products of Collateral and all present and future proceeds of Collateral (including but not limited to all leases, rents, issues, profits, credits, rebates, refunds, increases, replacements of and additions and accessions to the Collateral and all cash and non-cash insurance proceeds). This right to proceeds does not, and shall not be interpreted to constitute authorization or consent by CITY to any disposition of any Collateral. This AGREEMENT and the security interest granted herein shall stand as general and continuing security for all Liabilities and may be retained by CITY until all Liabilities have been satisfied in full; provided, however, that this AGREEMENT shall not be rendered void by the fact that no Liabilities or commitment by CITY to make advances to BORROWER exists as of any particular date, but shall continue in full force and effect until the filing of a termination statement signed by CITY with respect to all the Collateral.

As additional security for the Liabilities, BORROWER conveys, assigns and grants a security interest to CITY in and to all present and future files, books, ledgers, records, bills, invoices, receipts, deeds, certificates or documents of ownership, warranties, bills of sale and all other data and data storage systems and media pertaining to any of the Collateral.

3. **LIABILITIES** The Collateral secures, and will secure, all Liabilities of BORROWER to CITY. Liabilities as used herein shall mean and include any past, present or future loans, notes, mortgages, bonds, advances, re-advances, substitutions, extensions, renewals, interest, late charges, penalties, costs, and fees of any and all types, whether primary, secondary, absolute or contingent, direct or indirect, joint several or independent, voluntary or involuntary, (including overdrafts), now or hereafter existing, due or to become due, or held or to be held by, CITY for its own account or as agent for another or others, whether created directly or acquired by negotiation, assignment or otherwise, and all instruments and documents evidencing any of the above and shall also include but not be limited to that certain Promissory Note, dated the ____ day of _____, 2017, in the amount of **Twenty Five Thousand Dollars (\$25,000.00)** given by BORROWER to CITY.

4. **FUTURE ADVANCES** The Liabilities secured hereby include all future advances made at any time or times to or for the benefit of BORROWER, whether obligatory or optional, including all costs, expenses, court costs and reasonable attorneys' fees incurred in the collection of the Liabilities and/or the Collateral or the disposition of the Collateral, and any advances made at any time or times for the payment of taxes or insurance or the maintenance or repair of the Collateral, or for the establishment, maintenance or enforcement of CITY'S security interest therein.

5. **ADDITIONAL SECURITY** As additional Collateral to secure the Liabilities, BORROWER grants to CITY a first priority security interest in all of BORROWER'S present and future deposits or other monies due from CITY, instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, chooses in action, chattel paper, currency, property and the proceeds thereof, owned by BORROWER or in which BORROWER has an interest, now or hereafter in the possession or control of CITY or in transit by mail or carrier to or from CITY or in the possession of any other person acting in CITY'S behalf, without regard to whether CITY received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether CITY has conditionally released the same. The property described in this Paragraph 5 shall constitute part of the Collateral for all purposes under this AGREEMENT.

6. **OWNERSHIP; OTHER LIENS** BORROWER represents and warrants that BORROWER is or, as to Collateral to be acquired after the date hereof will be, the sole owner of the Collateral, and that this AGREEMENT creates a valid Second priority lien in and to all Collateral and that there are no liens and there will be no other liens, security interests, encumbrances or adverse claims by any person to any of the Collateral except the First lien for First National Community Bank. BORROWER covenants and agrees to keep the Collateral free from, defend it against, discharge and immediately notify CITY in writing of, any and all other liens, security interests or encumbrances, prior assignments, claims, set-offs or demands of all persons at any time claiming any Collateral or any interest therein.

7. **PURCHASE MONEY LOAN** BORROWER covenants and agrees that any Liabilities created for the purpose of enabling BORROWER to acquire rights in or use of any Collateral will be used solely for such purpose and for no other purpose, and authorizes CITY to disburse the proceeds of such purchase money loan directly to the seller.

8. **LOCATION, USE OF COLLATERAL** BORROWER represents and warrants that:

(a) Collateral is being and will be kept at BORROWER'S business address set forth in this AGREEMENT, and covenants and agrees not to remove the Collateral therefrom without CITY'S prior written consent.

(b) Collateral is being used and will be used exclusively for the purpose(s) indicated in this AGREEMENT and covenants and agrees not to change such use without CITY'S prior written consent.

9. **BORROWER'S IDENTITY, ADDRESS** BORROWER represents and warrants that its official name is accurately and completely set forth in this AGREEMENT and covenants and agrees that it will not change its name or its status indicated herein without CITY'S prior written consent.

BORROWER represents and warrants that the address set forth in this AGREEMENT is its principal business address, if BORROWER is engaged in business and covenants and agrees that it will not change such address or the other locations set forth herein or acquire additional addresses, without at least thirty (30) days' prior written notice to CITY setting forth the effective date of such change and such new address.

10. **MAINTENANCE, INSURANCE OF COLLATERAL** BORROWER, at its own expense, covenants and agrees to:

(a) properly maintain and care for the Collateral and protect and care for all Collateral covered by this AGREEMENT, all in accordance with the highest standards customary for businesses similar to BORROWER'S if BORROWER uses the Collateral in business operations;

(b) maintain such insurance covering the Collateral against fire, theft, vandalism and such other risks or hazards as CITY may require in such amounts and with such insurance companies as are satisfactory to CITY, which insurance shall protect CITY'S interest in the Collateral as secured lender under separate endorsement or clause not subject to any defenses which such insurance company may have against BORROWER;

(c) deliver to CITY, on demand, the contract(s) of insurance or furnish other proof of such insurance to CITY; and

(d) comply fully with, and refrain from any use of the Collateral in violation of, any requirements of any insurer of the collateral.

In the event of any loss, CITY, at its option, may (i) retain and apply all or any part of the insurance proceeds to reduce, in such order and amounts as CITY may elect, the unpaid balance of the Liabilities, or (ii) disburse all or any part of such insurance proceeds to or for the benefit of BORROWER for the purpose of repairing or replacing the Collateral after receiving proof satisfactory to CITY of such repair or replacement, in either case without waiving or impairing the Liabilities of any other provision of this AGREEMENT. BORROWER assigns to CITY any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay to CITY any amounts so due, and BORROWER appoints CITY its attorney-in-fact to endorse any draft or check which may be payable to BORROWER in order to collect any return or unearned premiums or the proceeds of such insurance.

11. **TAXES; COMPLIANCE** BORROWER covenants and agrees to pay, on or before the due date thereof, all federal, state and local taxes, assessments and other governmental charges of every nature which may be levied or assessed against the Collateral, and to comply fully with, and refrain from any use of the Collateral in violation of, any applicable statutes, regulations or ordinances.

12. **RIGHT TO REMEDY CERTAIN DEFAULTS** In the event BORROWER fails to maintain the Collateral, or pay any federal, state or local taxes, assessments or other governmental charges or claims, or fails to maintain insurance on the Collateral and pay all premiums for such insurance, or fails to make any necessary repairs or permits waste, CITY, at its election and without notice or demand to BORROWER, shall have the right, but not the obligation, to make any payment or expenditure with the right of subrogation thereunder, including but not limited to purchasing any lender's single interest to protect its security interest in the Collateral or its rights under this AGREEMENT, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, without prejudice to any of CITY'S rights or remedies available under this AGREEMENT or otherwise, at law or in equity. All such sums, as well as costs, advanced by CITY pursuant to this AGREEMENT, shall be secured by this AGREEMENT, and shall bear interest at the highest rate payable on any of the Liabilities from the date of payment by CITY until paid in full.

13. **DISPOSITION: PROCEEDS** Except as, and only to the extent expressly permitted in this Paragraph 13 or in Paragraph 15, BORROWER will not sell, assign, lease or otherwise dispose of, attempt or contract to sell, assign, lease or otherwise dispose of, any Collateral or any interest, right or privilege therein.

BORROWER covenants and agrees to deliver immediately to CITY, or such other person as CITY may designate, any instrument, document, or chattel paper arising out of or in connection with any Collateral. BORROWER further covenants and agrees not to use cash proceeds to purchase or otherwise acquire any interest whatsoever in any property not covered by this AGREEMENT without CITY'S prior written consent.

14. **NOTIFICATION OF ADVERSE EVENTS** BORROWER immediately will notify CITY in writing of any occurrence, event, circumstance or condition which affects or will affect the Collateral or the value thereof, BORROWER'S or CITY'S ability to dispose of the Collateral or CITY'S rights or remedies with regard thereto, including but not limited to the issuance or levy of any legal process against the Collateral or the adoption of any order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

BORROWER waives and releases all laws and rules of procedure now in force or hereafter enacted, relating to exemption from, or stay of execution and/or sale, and the opening and/or striking off any judgment. In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code (hereinafter referred to as the "Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Code (or any successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided herein or as otherwise provided by law or equity. BORROWER agrees not to contest the validity or enforceability of this Section 14.

15. **CITY'S RIGHTS**

(a) BORROWER covenants and agrees that CITY may, at its option and at BORROWER'S expense, at any time and from time to time whether or not a Default has occurred:

(1) require BORROWER to segregate all cash proceeds so that they may be identified readily, and deliver the same to CITY at such time or times and in such manner and form as CITY may direct;

(2) require BORROWER to deliver to CITY, at such time or times and in such manner and form as CITY may direct, records, schedules and other documentation and data sufficient to show the

status, condition, value or location of, or any other information pertaining to, the Collateral;

(3) verify the Collateral, inspect BORROWER'S books and records and make copies thereof or extracts therefrom, and require BORROWER to furnish such witnesses as may be necessary to establish legal proof of the Collateral or such records;

(4) require, as a condition to its consent to any disposition of Collateral requiring CITY'S consent, that BORROWER pay or deliver or cause to be paid or delivered directly to CITY, or such other person as CITY may designate, the proceeds of such disposition, agree to increase the rate of interest payable in respect of any of the Liabilities, or comply with any other requirement of CITY;

(5) notify debtors or obligors of any Accounts or Chattel Paper, or any buyers or lessees of any of the Collateral or any other persons, of CITY'S interest in the Collateral and require such persons to deliver all proceeds to CITY or such other person as CITY may designate, at such time or times and in such manner and form as CITY may direct; and in connection therewith BORROWER irrevocably authorizes and appoints CITY its attorney-in-fact, with full power of substitution, to endorse or sign BORROWER'S name on all collections, checks, notes, drafts, receipts or other instruments or documents, take possession of and open the BORROWER'S mail and remove proceeds therefrom, and such account debtors, Obligors, buyers or lessees may accept the receipt of CITY in such circumstances as a full release and acquittance for any amount so paid;

(6) at reasonable times enter upon any property where any Collateral is located to examine the Collateral, such property and any buildings or improvements thereon, and use BORROWER'S equipment, machinery, office equipment and other facilities if CITY deems such use necessary or advisable to protect, preserve, maintain, process, develop or harvest any of the Collateral;

(7) prohibit BORROWER from attaching any Collateral to any land or building or other improvement thereon in any manner which might cause such Collateral to become a part thereof, and/or require BORROWER to obtain from any owner, encumbrancer or other person having an interest in the property where any Collateral is located, written consent to CITY'S removal of the Collateral therefrom, without liability on the part of CITY to such owner, encumbrancer or other person, or require BORROWER to obtain from any such owner, encumbrancer or other person such waivers of any interest in the Collateral as CITY may require;

(8) place or require BORROWER to place on any instrument, document or Chattel Paper, or upon BORROWER'S books, records, documents or other data relating to accounts or general intangibles, a notation or legend indicating CITY'S security interest therein;

(9) in BORROWER'S and/or CITY'S name (as CITY in its sole discretion may determine) demand, collect, receive and receipt for, compound, compromise, settle and give acquittance for, and prosecute and discontinue or dismiss, with or without prejudice, and suits or proceedings respecting any of the Collateral;

(10) prohibit BORROWER from granting any person rebate, refund, allowance or credit, or accepting from any person any return of any Collateral, without CITY'S prior written consent, which consent may be conditioned upon any requirement for payment or additional collateral from BORROWER as CITY, in its sole discretion, may determine;

(11) secure credit in the name of BORROWER or in the name of CITY, or pay, settle, or otherwise discharge any unpaid bills or charges for goods delivered or services rendered to or for the benefit of BORROWER, if CITY reasonably determines, in its sole discretion, that such action is necessary or advisable to protect, maintain or preserve the Collateral or CITY'S security interest therein;

(12) furnish to CITY, on demand or as soon as possible thereafter, such additional property as Collateral as CITY may from time to time require; or

(13) take any action which CITY may deem necessary or desirable in order to realize on any of the Collateral, including without limitation the power to perform any contract or to endorse in the name of BORROWER any checks, notes, drafts, receipts or other instruments or documents received in payment of or on account of, or constituting, any of the Collateral, BORROWER irrevocably appoints CITY its attorney-in-fact with full power of substitution for all or any such acts or purposes.

(b) the foregoing rights are cumulative and may be exercised by CITY singularly or in any combination at any time and from time to time, as often as CITY deems necessary or advisable.

16. **OTHER DOCUMENTS, ACTS** BORROWER covenants and agrees that it will, at any time or times and from time to time, at its own expense, execute and deliver or cause to be executed and delivered such security agreements, certificates, certificates of title, pledges,

assignments, financing statements, continuation financing statements, amendments, acknowledgements and other documents, and will perform or cause to be performed such other acts, as CITY may request in order to establish, preserve or maintain a valid and continuously perfected security interest in, or to determine the priority of, or terminate or enforce CITY'S security interest in, the Collateral, and pay all costs and expenses incurred in connection therewith. To the extent legally permissible, BORROWER irrevocably authorizes and appoints CITY as its attorney-in-fact with full power of substitution, to execute on BORROWER'S behalf and file at BORROWER'S expense a financing statement or statements, or alternatively, a copy of this AGREEMENT to perfect CITY'S security interest, or any amendment or amendments thereto, in those public offices deemed necessary or appropriate by CITY to establish, maintain and protect a continuously perfected security interest in the Collateral.

17. **DEFAULT** The occurrence of any one or more of the following shall constitute a Default under this AGREEMENT:

(a) non-payment of any of the Liabilities, or any portion thereof, when and in the manner due, whether by acceleration or otherwise;

(b) failure by BORROWER to observe or perform any covenant, agreement, condition or term of this AGREEMENT or failure by BORROWER to observe or perform any covenant, agreement, condition or term or any default under any other document, note, bond, mortgage or other writing between BORROWER and CITY;

(c) breach by BORROWER or any other Obligor (which term shall refer to any maker, co-maker, endorser, guarantor or surety of, or other person obligated under any statute for, any of the Liabilities) of any obligation or duty to CITY;

(d) any representation or warranty in any financial or other statement, schedule, certificate or other document of BORROWER or any other Obligor delivered to CITY by or on behalf of BORROWER or any other Obligor shall prove to be false, misleading or incomplete in any material respect;

(e) a material adverse change occurs in the financial condition of BORROWER or any other Obligor which is unacceptable to CITY in its sole discretion from the condition most recently disclosed to CITY in any manner;

(f) BORROWER or other Obligor dies, dissolves, liquidates, merges, reorganizes or ceases to conduct operations, or prepares or attempts to do any of the foregoing;

(g) a trustee or receiver is appointed for BORROWER or any other Obligor or for all or a substantial part of its or their property in any involuntary proceeding, or any court has taken jurisdiction of all or any substantial part of the property of BORROWER or other Obligor in any involuntary proceedings, or BORROWER or any other Obligor files a petition or answer not denying jurisdiction in Bankruptcy or under any similar law, state or federal, now or hereafter existing, or such a petition is filed against BORROWER or any other Obligor, or BORROWER or other Obligor becomes insolvent, howsoever evidenced, or makes an assignment for the benefit of creditors or admits in writing its or their inability to pay its or their debts generally as they become due, or fails within sixty (60) days to pay or bond or otherwise discharge any judgment or attachment which is unstayed on appeal, or if BORROWER or any other Obligor advertises a "going out of business" or liquidation sale, or holds or permits such a sale;

(h) BORROWER or any other Obligor expresses an intent to terminate or revoke responsibility for any of the Liabilities, or defaults under any other note, agreement, lease, indenture, mortgage or obligation incurred pursuant thereto, or a judgment is entered against BORROWER or any other Obligor evidencing either singly or in the aggregate a material obligation, the effect of which accelerates or entitles the holder thereof to accelerate any maturity thereof or results in the forfeiture by BORROWER or any other Obligor or its rights under any such note, agreement, lease, indenture or mortgage;

(i) any property of BORROWER or any other Obligor becomes the subject of any attachment, garnishment, levy or lien (unless expressly permitted in writing signed by CITY);

(j) any substantial part of the property of BORROWER or any other Obligor is taken or condemned by any governmental authority;

(k) BORROWER or any other Obligor assigns or otherwise transfers, or attempts to assign or transfer, any of its right, title and interest in any of the Collateral without the prior written consent of CITY;

(l) BORROWER or any other Obligor fails to furnish financial or other information as CITY may reasonably request;

(m) if there is any change in BORROWER'S or any other Obligor's officers, principal owners or partners as the case may be, which is unacceptable to CITY in its sole discretion; or

(n) CITY, in the reasonable and good faith exercise of its sole discretion deems itself or the Collateral unsecure for any reason whatsoever;

(o) the failure by BORROWER to strictly comply with any federal, state or local statute, regulation, rule, order, or other judicial or administrative order relating to the Collateral.

18. **REMEDIES**

(a) Upon the occurrence of one or more Defaults, CITY may exercise any one or more of the following remedies, which are cumulative and may be exercised singularly or in any combination at any time and from time to time as long as any Default continues, without notice or demand to BORROWER or any other Obligor except as expressly required under this AGREEMENT or any applicable provision of law which cannot be waived prior to Default:

(1) declare all or any part of the Liabilities, together with costs of collection, including attorney's fees of fifteen percent (15%) of the unpaid principal, immediately due and payable, as if the same had in the first instance been payable as such time, without requiring any recourse against any other person or property liable for or securing any of the Liabilities;

(2) exercise any right of set-off which CITY may have against BORROWER or any other Obligor;

(3) exercise all or any of the rights and remedies of a secured party under the Uniform Commercial Code or as creditor under any other applicable law;

(4) require BORROWER to assemble the Collateral and any records pertaining thereto and make them available to CITY at a time and place designated by CITY;

(5) enter the premises of BORROWER and take possession of the Collateral and any records pertaining thereto, and also take possession of all personal property located in or attached to the Collateral without liability to BORROWER and hold such property for BORROWER at BORROWER'S expense;

(6) use, operate, manage, lease, or otherwise control the Collateral in any lawful manner, collect and receive all rents, income, revenue, earnings, issues and profits therefrom and, in its sole discretion but without any obligation to do so, insure, maintain, repair, renovate, alter or remove the Collateral;

(7) grant extensions or compromise or settle claims for less than face value relative to the proceeds without prior notice to BORROWER or any other Obligor;

(8) use, in connection with any assembly, use or disposition of the Collateral, any trademark, trade name, trade style, copyright, brand, patent right, license or technical process used or utilized by BORROWER;

(9) take such actions as CITY may deem necessary or advisable to preserve, process, develop, maintain, protect, care for or insure the Collateral or any portion thereof, and BORROWER irrevocably appoints CITY as its attorney-in-fact to do all acts and things in connection therewith; or

(10) sell or otherwise dispose of all or any of the collateral at public or private sale at any time or times without advertisement or demand upon or notice to BORROWER or any other Obligor, all of which are expressly waived to the extent permitted by law, with the right of CITY or its nominee to become purchaser at any sale (unless prohibited by statute) free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all attorney's fees, legal or other expenses for collection, sale and delivery, apply the remaining proceeds of any sale to pay (or hold as a reserve against) any of the Liabilities.

(b) except to the extent limited by non-waivable provision of statute, CITY shall not be liable to any person whatsoever, for, or in connection with, the exercise, method of exercise, delay or failure to exercise any of the remedies provided for herein, and BORROWER shall indemnify, and agrees to hold harmless and waives and releases CITY from any and all claims, liabilities, actions, costs, suits, demands, damages or losses, whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.

(c) In the event BORROWER shall make application for or seek relief or protection under any of the sections or chapters of the United States Bankruptcy Code ("the Code"), or in the event that any involuntary petition is filed against BORROWER under any section or chapter of the Code, CITY shall thereupon be entitled to immediate relief from any

automatic stay imposed by Section 362 of the Code (or any Successor provision) or otherwise on or against the exercise of the rights and remedies otherwise available to CITY as provided in this AGREEMENT, and any documents referred to in this AGREEMENT (as currently in effect, as might be modified, or otherwise) and as otherwise provided by law. BORROWER agrees not to contest the validity or enforceability of this Section 19(c).

19. **NOTICES AND DEMANDS.** All notices or demands required by the provisions of this Security Agreement shall be in writing, and shall be effective upon delivery, if personally delivered, one (1) business day after sending by Federal Express or other recognized overnight delivery service, or three (3) business days after the date of mailing by United States Certified Mail, with postage prepaid, addressed. If to the City:

Office of Economic and Community Development
City of Scranton
340 North Washington Avenue
Scranton, PA 18503
Attn.: Executive Director

If to the Borrower:

Bhutanese Cultural Foundation of Scranton Association
705 Pittston Avenue
Scranton, PA 18505
Attn: Chandra Sitaula-Sharma

or at such other address as such party shall from time to time direct by written notice given to the other party in like manner.

20. **WAIVERS; INVALIDITY** No delay or failure by CITY in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by CITY of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy provided for in this AGREEMENT shall not preclude CITY from exercising or enforcing the same at any time or time thereafter.

If any provision of this AGREEMENT shall be held for any reason to be invalid, illegal or unenforceable in any respect, such impairment shall not affect any other provision hereof.

IT IS EXPRESSLY AGREED BY BORROWER AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY BORROWER OR

OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS AGREEMENT OR THE LIABILITIES, BORROWER FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

21. **EXPENSES** BORROWER agrees to pay or reimburse CITY, immediately upon demand at any time or times, for all expenses incurred to perfect, protect and maintain continuously perfected CITY'S security interest and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or any other action taken by CITY to enforce or exercise its rights or remedies under this AGREEMENT, including without limitation reasonable attorney's fees, filing fees, documentary recordation taxes, appraisal charges and storages costs. If CITY advances any sums for such purposes, BORROWER shall reimburse CITY therefore on demand, and such advance(s) shall bear interest at two percent (2%) per annum over the highest rate then payable on any of the Liabilities from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Liabilities secured hereby.

22. **LEGAL EFFECT** This AGREEMENT binds and inures to the benefit of CITY, BORROWER, and their respective heirs, executors, administrators, representatives, successors and assigns.

23. **CONSTRUCTION** Whenever used in this AGREEMENT, unless the context clearly indicates a contrary intent:

(a) "BORROWER" shall mean each person (whether individual, corporation, partnership or unincorporated association) who executed this AGREEMENT, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns;

(b) "CITY" shall mean CITY of Scranton and its successors and assigns;

(c) the use of any gender shall include all genders;

(d) the singular shall include the plural, and the plural shall include the singular; and,

(e) if BORROWER is more than one person, all agreements, conditions, covenants and provisions of this AGREEMENT shall be joint and several undertaking of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "BORROWER" is used,

24. **AUTHORIZATION** BORROWER's execution, delivery, and performance of the AGREEMENT and all other related documents has been duly authorized by all necessary actions on the part of BORROWER, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute default under (1) any other agreements or other instruments binding upon BORROWER or (2) any law, governmental regulation, court decree, or other order applicable to BORROWER or to BORROWER'S properties. BORROWER has the power and authority to enter into this Agreement and to grant Collateral as security for the Liabilities. BORROWER has the further power and authority to own and to hold all of BORROWER'S assets and properties and to carry on BORROWER'S business as presently conducted.

25. **APPLICABLE LAW** This AGREEMENT shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania. All terms used herein shall have the meanings given to them by the Pennsylvania Uniform Commercial Code, to the extent not otherwise defined herein.

26. **ENTIRE AGREEMENT** This AGREEMENT and the documents executed and delivered pursuant hereto, constitute the entire agreement of the parties and may be amended only by writing signed by or on behalf of each party.

ATTEST:

BORROWER:

**Bhutanese Cultural Foundation of
Scranton Association**

Witness

By: _____
President,
Chandra Sitaula-Sharma

Date: _____

By: _____
Tek Panday

Date: _____

PROMISSORY NOTE

\$25,000.00

Scranton, Pennsylvania
_____, 2017

FOR VALUE RECEIVED, and intending to be legally bound, the undersigned, **Bhutanese Cultural Foundation of Scranton Association**, (hereinafter called the "**Maker**"), a Pennsylvania non-profit corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505, hereby promises to pay to the order of THE CITY OF SCRANTON (hereinafter called the "**Holder**"), a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices at 340 North Washington Avenue, Scranton, Pennsylvania 18503, or its assignees, the sum of **Twenty Five Thousand Dollars (\$25,000.00)**, (the "Loan") payable together with interest thereon at the fixed rate of two and one half percent (2.5%) per annum as follows:

- (1) Interest shall not accrue from _____, **2017** through _____, **2018**. In the event Maker satisfies all of the conditions of Section 4 of the Loan to Grant Agreement between Maker and Holder of even date herewith then Maker's obligations hereunder shall cease and Maker shall not have any further obligations to repay the Loan to Holder.
- (2) Payments by Maker to Holder shall commence on the _____ day of _____, **2018**, and on the _____ day of each and every month thereafter to and including the _____ day of _____, **2023** and shall be in monthly installments of principal and interest in the amount of **Four Hundred and Forty Three Dollars and Sixty Eight Cents (\$443.68)**.
- (3) Upon the expiration of **Sixty Four (64)** months after the date hereof, the then unpaid balance of principal, interest, and charges collectible under the terms hereof shall be immediately due and payable.
- (4) This Note evidences a loan (the "**Loan**") in the above amount made by the Holder to the Maker on this date, the proceeds of which will be advanced by the Holder to the Maker in the manner provided in a Loan to Grant Agreement (the "**Loan Agreement**") of this date between the Holder and the Maker for the purposes therein specified. Payment of this Note is secured by a security agreement (the "**Security Agreement**") of this date from the Maker to the Holder, and by, other security described in the Loan Agreement.
- (5) The Maker hereby agrees to keep, perform, and comply with all covenants, terms, and conditions of this Note, the Loan Agreement, the Security Agreement, and all of the documents and instruments now and at any time hereafter delivered to and held by the Holder to evidence and secure the

Loan (herein collectively called the "**Loan Documents**"), which are incorporated by reference in and made a part of this Note.

(6) This Note shall also evidence all advances and expenditures that the Holder is authorized and permitted to make under the provisions of the Loan Documents, and all other sums of every nature and kind that at any time hereafter become due and owing by the Maker to the Holder under the Loan Documents, which shall be added to and become part of the principal amount evidenced by this Note and paid to the Holder, with interest, on the due date of the next installment, if not sooner due and payable under the provisions of the Loan Documents.

(7) Payments of principal on this Note shall be made in current funds on the day when due, without presentment, demand, protest, or notice of any kind, all of which are hereby waived. Payment shall be made at the office of the Holder herein designated or at such other place as the Holder may from time to time designate by written notice to the Maker, and shall be made in lawful money of the United States of America without set-off, counterclaim, or other deduction of any nature.

(8) The Holder shall have the right to impose a service charge equivalent to ten percent (10%) of the amount of any installment of principal not received within fifteen (15) days after the date the same becomes due, which shall be added to the principal balance and paid to the Holder on the due date of the next installment.

(9) EVENT OF DEFAULT. An event of default under this Promissory Note shall be deemed to have occurred if the Borrower shall:

a) fail to pay any installment of interest or principal on the Note within ten (10) days after notice from the CITY to the Borrower that any such installment is more than five (5) days late;

b) fail to pay any other sum required to be paid under the Note or this Loan Agreement within ten (10) days of the Borrower's receipt of notice from the CITY of such failure; or

c.) fail to strictly and timely comply with all the job creation requirements described in Section 4 of the Loan to Grant Agreement of even date herewith; or

d) fail to keep, perform and comply with any of the other covenants, terms and conditions of the Loan to Grant Agreement within thirty (30) days of notice from the CITY, provided, however, if compliance cannot be performed within thirty (30) days, the Borrower shall be permitted additional time to comply so long as the Borrower commences compliance and pursues it vigorously within the initial thirty (30) day period; or

e) become insolvent or files or is named in any petition for relief under the Bankruptcy Code or makes any assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of any of the Borrower's properties and assets or applies for or consents to or suffers the appointment of a receiver or trustee; or

f) close its business for a period of two consecutive weeks or longer.

(10) REMEDIES. If an event of default as defined in Section 9 hereof shall occur, the CITY shall be entitled, upon twenty (20) days prior written notice to the Borrower, to declare the Loan immediately due and payable and to demand payment of the Note without presentment, demand or protest of any kind, all of which are hereby expressly waived, and thereupon the CITY shall be entitled to exercise separately or concurrently all rights and remedies under the Note or this Loan Agreement or otherwise available to the CITY at law or in equity to enforce collection of the Loan. The foregoing rights and remedies of the CITY are cumulative and not exclusive of any rights and remedies, which the CITY might otherwise have at law or in equity or by virtue of any statute or rule of procedure.

(11) Confession of Judgment. This Promissory Note contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the Holder (as well as someone acting for holder) to appear for, and confess judgment(s) against Maker, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits Holder to execute upon the confessed judgment(s) which could have the effect of depriving Maker of its property without any prior notice or an opportunity to be heard. Maker hereby acknowledges that it has consulted with an attorney regarding the implications of these provisions and Maker understands that it is bargaining away several important legal rights. Accordingly, Maker hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights that it may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

(a) CONFESSION OF JUDGMENT. MAKER COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY MAKER, HOLDER MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST MAKER AND, FOR THOSE PURPOSES, MAKER HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) MAKER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR HOLDER (AS WELL AS SOMEONE ACTING FOR HOLDER) IN ANY AND ALL ACTIONS COMMENCED AGAINST MAKER FOR RECOVERY OF THE PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER AND TO APPEAR FOR MAKER, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST MAKER, FOR PRINCIPAL AND INTEREST AND/OR OTHER AMOUNTS TO BE PAID TO HOLDER BY MAKER, TOGETHER WITH INTEREST AT THE DEFAULT RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OF SUCH AMOUNTS AND SUMS; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST MAKER FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

BY: _____
TITLE: _____
DATE: _____

(12) The Maker hereby waives the benefit of any present or future law or rule of procedure authorizing stay of execution on any judgment recovered on this Note, and the exemption of property from levy and sale there under, and any and all errors, defects, and imperfections whatsoever of a procedural nature in the entry of any judgment or in any process or proceedings thereon or relating to the same.

(13) Upon any negotiation, sale or assignment of this Note, the holder hereof may deliver same to the transferee or purchaser who shall thereupon become the holder hereunder and as such shall have and may exercise all powers, rights and options with respect to same and otherwise hereby given to the holder, or otherwise available to Holder pursuant to the terms and conditions of the Loan Agreement, and such former holder who thus negotiates, sells or

assigns this note shall thereafter be forever relieved and fully discharged from any liability or accountability with respect to same.

(14) If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof, but this Note shall be construed as if such invalid or unenforceable provision had never been contained herein. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(15) All of the foregoing agreements and obligations including, without limitation, the warrant of attorney to confess judgment, shall bind the Maker and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns.

In Witness Whereof, the Maker has duly caused this Note to be duly executed by its duly authorized representative, the day and year first above written, intending to be legally bound.

Attest:

Bhutanese Cultural Foundation

Witness

By: _____
President
Chandra Sitaula-Sharma

Date: _____

By: _____
Executive Director
Tek Panday

G U A R A N T Y

Pursuant to this Guaranty dated the ____ day of _____, 2017 the undersigned, **Chandra Sitaula-Sharma**, ("GUARANTOR") 1024 River Street, Scranton, PA 18505, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the Bhutanese Cultural Foundation of Scranton Association, a Pennsylvania Non-Profit Corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505 (hereinafter "BCFSA"), and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to BCFSA, in the amount of Twenty Five Thousand Dollars (\$25,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the BCFSA's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the BCFSA's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the BCFSA and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights

are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the BCFSA's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the BCFSA's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the BCFSA's liabilities to City and with respect to any rights against any persons or persons (including the BCFSA and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the BCFSA's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a)

without requiring protest or notice of nonpayment or notice of default to the undersigned, to the BCFSA, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the BCFSA or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the BCFSA's liabilities to City or the liability of the undersigned hereunder.

If any of the BCFSA's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the BCFSA's liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights

that he may have under the constitution and/or laws of the United States of America and the Commonwealth of Pennsylvania to prior notice and/or an opportunity for hearing with respect to both the entry of such confessed judgment(s) and any subsequent attachment, levy or execution thereon.

CONFESSION OF JUDGMENT. GUARANTOR COVENANTS AND AGREES THAT UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY ("BCFSA"), CITY MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS FOR MONEY TO BE ENTERED AGAINST GUARANTOR AND, FOR THOSE PURPOSES, GUARANTOR HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) GUARANTOR HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR CITY (AS WELL AS SOMEONE ACTING FOR CITY) IN ANY AND ALL ACTIONS COMMENCED AGAINST GUARANTOR FOR RECOVERY OF THE PRINCIPAL AND INTEREST ON BCFSA'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR AND TO APPEAR FOR GUARANTOR, AND ASSESS DAMAGES AND CONFESS OR OTHERWISE ENTER JUDGMENT AGAINST GUARANTOR, FOR PRINCIPAL AND INTEREST ON BCFSA'S LOAN AND/OR OTHER AMOUNTS TO BE PAID TO CITY BY GUARANTOR, TOGETHER WITH INTEREST AT THE LEGAL RATE, COSTS AND AN ATTORNEYS' COMMISSION EQUAL TO THE GREATER OF \$5,000 OR FIFTEEN PERCENT (15%) OF THE FULL AMOUNT OWED; AND THEREUPON WRITS OF EXECUTION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) THE WARRANT OF ATTORNEY HEREIN GRANTED SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF BUT SUCCESSIVE ACTIONS MAY BE COMMENCED AND SUCCESSIVE JUDGMENTS MAY BE CONFESSED OR OTHERWISE ENTERED AGAINST GUARANTOR FROM TIME TO TIME AS OFTEN AS ANY AMOUNTS AND SUMS SHALL FALL OR BE DUE OR PAYABLE, AND THIS WARRANT OF ATTORNEY MAY BE EXERCISED AFTER THE TERMINATION OR EXPIRATION OF THE LOAN TERM AND/OR DURING OR AFTER ANY EXTENSIONS OF THE LOAN TERM OR RENEWALS THEREOF.

Chandra Sitaula-Sharma

DATE: _____

So long as the BCFSA's liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the BCFSA or out of the property of the BCFSA.

A subsequent Guaranty by the undersigned or any other guarantor of the BCFSA's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the BCFSA's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Chandra Sitaula-Sharma

DATE

Commonwealth of Pennsylvania)
ss:
County of Lackawanna)

On this, the _____ day of _____ 2017, before me, a Notary Public, the undersigned Officer, personally appeared **Chandra Sitaula-Sharma**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer

GUARANTY

Pursuant to this Guaranty dated the ____ day of _____, 2017 the undersigned, **Tek Panday**, ("GUARANTOR") 2259 Prospect Avenue, Scranton, PA 18505, hereby unconditionally guarantees to the City of Scranton, a city of the Second Class A, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter the "City") the due performance, including, but not limited to, the prompt payment when due by the Bhutanese Cultural Foundation of Scranton Association, a Pennsylvania Non-Profit Corporation with a principal place of business located at 705 Pittston Avenue, Scranton, PA 18505 (hereinafter "BCFSA"), and all of its liabilities to the City as set forth in that certain Loan Agreement and Promissory Note both dated the same date as this Guaranty concerning a loan from the City to BCFSA, in the amount of Twenty Five Thousand Dollars (\$25,000.00). This Guaranty is a continuing one and shall be effective as binding on the undersigned regardless of how long before or after the date hereof any of the BCFSA's liabilities to City were or are incurred; provided, however, that if the undersigned gives written notice to the City to the effect that he shall not be liable hereunder for such of the BCFSA's liabilities to City as are incurred after the receipt by the City of such written notice, unless the same are renewals, extensions or modifications of liabilities theretofore existing or unless the City is bound by agreement entered into before the receipt of such notice to permit the same to be incurred.

The liability of the undersigned hereunder is absolute and unconditional and shall not be affected in any way by reason of (a) any failure to retain or preserve, or the lack of prior enforcement of, any rights against any person or persons (including the BCFSA and any of the undersigned) or in any property; (b) the invalidity of any such rights which may be attempted to be obtained; (c) any delay in enforcing or failure to enforce any such rights even if such rights

are thereby lost; or (d) any delay in making demand on the undersigned for performance or payment of the undersigned's obligations hereunder.

The undersigned hereby waives all notices of any character whatsoever with respect to this Guaranty and the BCFSA's liabilities to City including but not limited to notice of the acceptance hereof and reliance hereon, of the present existence or future incurring of any of the BCFSA's liabilities to City, of the amount, terms and conditions thereof, and of any defaults thereon. The undersigned hereby consents to the taking of, or failure to take, from time to time without notice to the undersigned, any action of any nature whatsoever with respect to the BCFSA's liabilities to City and with respect to any rights against any persons or persons (including the BCFSA and any of the undersigned) or in any property, including but not being limited to, any renewals, extensions, modifications, postponements, compromises, indulgences, waivers, surrenders, exchanges and releases, and the undersigned will remain fully liable hereunder notwithstanding any of the foregoing; provided, however, that the granting of a release of the liability hereunder of less than all of the undersigned shall be effective with respect to the liability hereunder of the one or more who are specifically so released but shall in no way affect the liability hereunder of any other of the undersigned not so released. The death or incapacity of any of the undersigned shall in no way affect the liability hereunder of any other of the undersigned. The undersigned hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the undersigned hereunder, including without limitation (a) all defenses whatsoever to the undersigned's liability hereunder except the defense of payments made on account of the BCFSA's liabilities to City and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the undersigned hereunder.

If any default shall be made in the payment of any indebtedness, the undersigned hereby agrees to pay the same to the extent above specified (a)

without requiring protest or notice of nonpayment or notice of default to the undersigned, to the BCFSA, or to any other person; (b) without proof of demand; (c) without requiring City to resort first to the BCFSA or to any other guaranty or any collateral which City may hold; (d) without requiring any notice of acceptance hereof or assent hereto by City; and (e) without requiring notice than any indebtedness has been incurred, all of which the undersigned hereby waives. In addition to all other liability of the undersigned hereunder and notwithstanding the limit, if any, set forth herein, the undersigned also agrees to pay to the City on demand all costs and expenses (including reasonable attorney's fees and legal expenses) which may be incurred in the enforcement of the BCFSA's liabilities to City or the liability of the undersigned hereunder.

If any of the BCFSA's liabilities to City are not duly performed, including the prompt payment when due of any amount payable hereon, all the BCFSA's liabilities to City shall, at the City's option, be deemed to be forthwith due and payable for the purposes of this Guaranty and the liability of the undersigned hereunder.

Confession of Judgment. This Guaranty contains a warrant of attorney authorizing any Prothonotary, Clerk of Court, attorney of any court of record and/or the City (as well as someone acting for City) to appear for, and confess judgment(s) against Guarantor, without any prior notice or an opportunity to be heard. Subparagraph (a) below also permits City to execute upon the confessed judgment(s) which could have the effect of depriving Guarantor of his property without any prior notice or an opportunity to be heard. Guarantor hereby acknowledges that he has consulted with an attorney regarding the implications of these provisions and Guarantor understands that he is bargaining away several important legal rights. Accordingly, Guarantor hereby knowingly, intentionally, voluntarily and unconditionally waives any and all rights

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Tek Panday

DATE: _____

So long as the BCFSA's liabilities to City have not been paid in full, no payment by the undersigned pursuant to the provisions hereof shall entitle the undersigned, by subrogation, to the rights of the City or otherwise, to any payment by the BCFSA or out of the property of the BCFSA.

A subsequent Guaranty by the undersigned or any other guarantor of the BCFSA's liabilities to City shall not be deemed to be in lieu of or to supersede or terminate this Guaranty but shall be construed as an additional or supplementary guaranty unless otherwise expressly provided therein; and in the event the undersigned or any other guarantor has given to the City a previous guaranty or guaranties, this guaranty shall be construed to be an additional or supplementary guaranty, and not to be in lieu thereof or to terminate such previous guaranty or guaranties unless expressly so provided herein.

This Guaranty shall inure to the benefit of the City, its successors, assigns, endorsers and any person or persons, including any institution or institutions, to whom the City may grant any interest in the BCFSA's liability to City or any of them, and shall be binding upon the undersigned and the undersigned's executors, administrators, successors, assigns and other legal representatives.

IT IS EXPRESSLY AGREED BY THE GUARANTOR AND CITY THAT IN ANY ACTION OR PROCEEDING BROUGHT BY THE GUARANTOR OR OTHERWISE COMMENCED AGAINST CITY ARISING OUT OF OR BASED UPON ANY PROVISION OF THIS GUARANTY THE GUARANTOR, JOINTLY AND/OR SEVERALLY FOR THE UNDERSIGNED, AND THE GUARANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO TRIAL OF ANY ISSUE OF FACT BY JURY, WHETHER SUCH TRIAL BY JURY IS PROVIDED FOR BY LAW, EQUITY OR APPLICABLE RULE OF CIVIL PROCEDURE.

The Guarantor intends this to be a sealed instrument and to be legally bound hereby. All issues arising hereunder shall be governed by the Laws of Pennsylvania.

IN WITNESS WHEREOF, intending to be legally bound, the Guarantor has duly caused this Guaranty to be duly signed the day and year first above written.

Tek Panday

DATE

Commonwealth of Pennsylvania)

ss:

County of Lackawanna)

On this, the _____ day of _____ 2017, before me, a Notary Public, the undersigned Officer, personally appeared **Tek Panday**, known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Where, I hereunto set my hand and official seal.

Title of Officer



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

October 5, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
OCT - 5 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO ENTER INTO A LOAN TO GRANT AGREEMENT AND MAKE A LOAN/GRANT FROM THE CITY OF SCRANTON BUSINESS AND INDUSTRY LOAN/GRANT PROGRAM FOR PROJECT NO. 150.41 IN AN AMOUNT NOT TO EXCEED \$25,000.00 TO THE BHUTANESE CULTURAL FOUNDATION OF SCRANTON ASSOCIATION (BCFSA) TO ASSIST AN ELIGIBLE PROJECT.

Respectfully,

A handwritten signature in cursive script that reads "Jessica Eskra (s)".

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2017

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON ("CITY"), NDC, ABM AND TEAMSTERS LOCAL 229 ("THE UNION") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH AN EFFECTIVE DATE OF JANUARY 1, 2017, AND RATIFIED BY THE MEMBERSHIP.

WHEREAS, pursuant to the provisions of the Pennsylvania Public Employee Relations Act ("Act 195"), the Scranton Parking Authority and the Union have collectively bargained concerning the terms and conditions of employment of for all regular full-time and part-time employees then employed by the Scranton Parking Authority represented by the Union for the period January 1, 2017, through December 31, 2020, and executed a Collective Bargaining Agreement; and

WHEREAS, the City, NDC, ABM, and the Union have collectively bargained concerning the terms and conditions of employment for all regular full-time and part-time employees represented by the Union; and

WHEREAS, the City, NDC, ABM, and the Union have reached a Settlement Agreement as to the terms and conditions of employment of all regular full-time and part-time employees represented by the Union for the calendar years commencing January 1, 2017, 2018, 2019, and 2020; a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, the City, NDC, ABM, and the Union intending to be legally bound agree to extend the term of the Collective Bargaining Agreement through December 31, 2020 and all terms and conditions of employment not modified by this Agreement shall remain "as is".

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are authorized to execute and enter into the Agreement for the Collective Bargaining Agreement by and between the City of Scranton ("City"), NDC, ABM, and Teamsters Local 229 ("Union") attached hereto marked as Exhibit "A" and incorporated herein by reference thereto.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

**TEAMSTERS LOCAL UNION 229 AGREEMENT FOR THE COLLECTIVE
BARGAINING AGREEMENT COVERING EMPLOYEES OF THE CITY OF
SCRANTON FORMERLY EMPLOYED BY THE SCRANTON PARKING AUTHORITY**

Term –

The term of the Agreement shall commence January 1, 2017 and continue through December 31, 2020.

Wages –

No later than twenty (20) days after execution of the Agreement, all current regular full-time and part-time employees of the City of Scranton shall receive a Market Adjustment to their hourly rate of an increase of .50¢ per hour retroactive to January 1, 2017.

Effective retroactive to January 1, 2017, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 3%.

Effective January 1, 2018, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

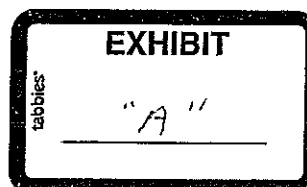
Effective July 1, 2018, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

Effective January 1, 2019, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

Effective July 1, 2019, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

Effective January 1, 2020, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.

Effective July 1, 2020, all current regular full-time and part-time employees of the City of Scranton shall receive an increase in their hourly rate of 1.5%.



Healthcare -

Effective on the 1st of month following execution of the Agreement, Healthcare contributions shall be deducted directly from employees pay checks issued by ABM as follows:

Single Coverage	\$12 / Weekly
Parent-Child Coverage	\$13.25 / Weekly
Parent-Children Coverage	\$14 / Weekly
Employee-Spouse Coverage	\$14.50 / Weekly
Family Coverage	\$15.75 / Weekly

Effective January 1, 2020, Healthcare contributions shall be deducted directly from employees pay checks issued by ABM as follows:

Single Coverage	\$24 / Weekly
Parent-Child Coverage	\$26.50 / Weekly
Parent-Children Coverage	\$28 / Weekly
Employee-Spouse Coverage	\$29 / Weekly
Family Coverage	\$31.50 / Weekly

Union Dues Deductions -


All union dues and initiation fees shall be deducted directly from employees pay checks issued by ABM.

References to the Scranton Parking Authority -

The parties agrees that all references to the Scranton Parking Authority or Authority shall be replaced with references to the City of Scranton and/or ABM.

As Is -

All other terms and conditions of employment contained in the Collective Bargaining Agreement shall remain "as is."

 VP/BA
TEAMSTERS LOCAL 229
DATE: 09/29/2017

CITY OF SCRANTON
DATE: _____



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

October 5, 2017

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

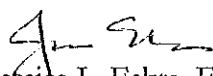
RECEIVED
OCT - 5 2017

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO AN AGREEMENT FOR THE COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF SCRANTON ("CITY"), NDC, ABM AND TEAMSTERS LOCAL 229 ("THE UNION") IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH AN EFFECTIVE DATE OF JANUARY 1, 2017, AND RATIFIED BY THE MEMBERSHIP.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl